CITY OF MINNEAPOLIS

and

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LABOR AGREEMENT

PROFESSIONAL EMPLOYEES UNIT

For the Period:

January 1, 2014 through December 31, 2016

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LABOR AGREEMENT

Between

CITY OF MINNEAPOLIS

and

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

THIS AGREEMENT, hereinafter referred to as the ***Labor Agreement*** or the ***Agreement***, is made and has been entered into effective the 1st day of January, 2014 by and between the City of Minneapolis, the ***Employer***, and Minneapolis Professional Employees Association, the ***Association***. The Employer and the Association, the ***Parties***, agree to be bound by the following terms and provisions:

ARTICLE 1
RECOGNITION AND ASSOCIATION SECURITY

Section 1.01 - Recognition and Amendments to Unit

Subd. 1. Recognition

The Employer recognizes the Association as the sole and exclusive certified collective bargaining representative of all employees whose job classifications and rates of pay are set forth in Appendix "A" of this Agreement, except those who are Supervisors and Confidential employees within the meaning of the *Minnesota Public Employment Labor Relations Act*, as amended, those who are otherwise excluded by the Act, and all other employees.

Subd. 2. Amendment to Certified Unit

Disputes which arise between the Employer and the Association over the inclusion or exclusion of any job classifications may be referred by either Party to the Commissioner, Bureau of Mediation Services, State of Minnesota, for determination in accordance with applicable statutory provisions. Determination by the Commissioner shall be subject to such review and determination as is provided by statute and such rules and regulations as are promulgated there under. In the event the Employer has established a new job classification which is added to the bargaining unit by agreement between the Parties or by determination of the Commissioner, Bureau of Mediation Services, State of Minnesota, the Parties agree to negotiate with one another concerning wages and such other terms and conditions of employment as may be applicable to the position and which are not covered by this Agreement. However, it is agreed that all other terms and provisions of the Agreement shall apply to the new job classification.

Section 1.02 - Association Dues and Fair Share Fees Check-Off

Subd. 1. Association Dues Payroll Deductions

In recognition of the Association as the exclusive representative, the Employer shall deduct an amount sufficient to provide the payment of the regular bi-weekly Association membership dues uniformly established by the Association from the wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Association. The Association shall certify to the Employer, in writing, the current amount of regular bi-weekly membership dues which it has uniformly established for all members. Such deductions shall be cancelled by the Employer upon a written request made by the involved employee to the Association with a copy to the appropriate departmental payroll office.

Subd. 2. Fair Share Fees Payroll Deductions

In accordance with *Minnesota Statutes* §179A.06, Subd. 3, the Employer shall, upon notification by the Association, deduct a *fair share fee* from all certified employees who are not members of the Association. This fee shall be an amount equal to the regular membership dues of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five percent (85%) of the Association's regular membership dues or such amount as may otherwise be allowable by law. The Association shall certify to the Employer, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Association to pay the fee.

Subd. 3. Time of Deductions

The Employer shall deduct Association membership dues and fair share fees each payroll period. In the event an employee covered by the provisions of this section has insufficient pay due to cover the required deduction, the Employer shall have no further obligations to effect subsequent deductions for the involved payroll period.

Subd. 4. Remittance

The Employer shall remit such membership dues and fair share fees deductions made pursuant to the provisions of this section to the appropriate designated officer of the Association within fifteen (15) calendar days of the date of the deduction along with a list of the names of the employees from whose wage deductions were made and not made.

Subd. 5. General Administration

The following shall be applicable to the administration of the provisions of this section:

a. All certifications from the Association as to the amounts of deductions to be made as well as notifications by the Association and/or bargaining unit employees as to changes in deductions must be received by the Employer at least fourteen (14) calendar days in advance of the date upon which the deduction is scheduled to be made in order for any change to be effected.

b. The Employer shall, upon the request of the Association, but no more frequently than once each month, provide the Association with a report showing the names of those employees in the

bargaining unit along with their classifications and department locations, employee identification number, mailing addresses of record, home and work telephone numbers, Association Code, current rates of pay, classification and City seniority, union dues deduction code (i.e., whether union dues deductions are being made at the membership rate or at the fair share rate for each employee), and whether an employee's status is full-time or part-time and regular or temporary.

c. When an employee subject to the deduction of dues transfers from one work location within the bargaining unit to another, the deduction of dues shall not be terminated except as directed by the involved employee.

d. No other employee organization shall be granted payroll deduction of dues for employees covered by the Agreement without the express written permission of the Association.

Subd. 6. Hold Harmless

The Association agrees to indemnify, defend and hold the Employer, its officers, agents and employees harmless against any and all claims, suits, orders or judgments brought or issued against the Employer, its officers, agents and employees as a result of any action taken or not taken in compliance with the specific provisions of this section or which are taken or not taken at the request of the Association.

Section 1.03 - Exclusive Representation

The Employer shall not enter into any agreements with the employees covered by this Agreement either individually or collectively or with any other employee organization, which in any way conflicts with the terms and provisions of this Agreement. Further, the Employer shall meet and negotiate, pursue the resolution of grievances and conduct arbitration proceedings only with the properly designated representative(s) of the Association.

Section 1.04 - Association Stewards

The Association may designate certain bargaining unit employees to act as stewards and shall certify to the Employer, in writing, their names, along with the names of business representatives and/or officers of the Association who shall be authorized by the Association to investigate and present grievances. The Employer agrees to recognize such representatives, subject to the following:

Subd. 1. Number of Stewards

The Association may designate one (1), but no more than one (1), Steward on each shift for each of the Employer's principal work areas from among those employees who work therein.

Subd. 2. Activities of Stewards

Designated and certified stewards shall be granted reasonable time off, with pay, in order to investigate and/or present grievances to the Employer during their normal working hours. Such stewards, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause. When the Parties agree that it is mutually beneficial to have an officer of the Association participate in such presentation and/or

investigation, such officer shall also be authorized time off with pay for this purpose. Stewards and other representatives of the Association shall not interfere in any way with the Employer's operation or with the performance of work by its employees. Nothing in this paragraph, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision.

Section 1.05 - Visitation

With notice to an available supervisor at a worksite, non-employee representatives of the Association who have been certified to the Employer may come on the worksite for the purpose of investigating and presenting grievances. The Association agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Association activities on the Employer's time by such non-employee representatives, the Association's stewards or any officers of the Association.

Section 1.06 - Bulletin Boards

The Employer shall provide for the Association's use, reasonable space on designated bulletin boards for the purpose of posting official Association notices. Each posted notice shall bear the signature of the Association representative who has posted the notice and the date of the posting. Such person shall be required to remove the notice once it has served its purpose. The Association shall not post material of a political nature.

Section 1.07 - Association Membership

Employees have the right to join or to refrain from joining the Association. Neither the Employer nor the Association nor any of their respective agents or representatives shall discriminate against or interfere with the rights of employees to become or not become members of the Association, and further there shall be no discrimination or coercion against any employee because of Association membership or non-membership. The Association shall, in its responsibility as exclusive representative of the employees, represent all bargaining unit employees without discrimination, interference, restraint, or coercion.

ARTICLE 2
MANAGEMENT RIGHTS

The Association recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority, which the Employer has not officially abridged, delegated or modified by the express terms and provisions of this Agreement are retained by the Employer.

ARTICLE 3
NO STRIKE - NO LOCKOUT

Section 3.01 - No Strike

The Association, its officers or agents, or any of the employees covered by this Agreement shall not cause, instigate, encourage, condone, engage in or cooperate in any strike, work slowdown, mass

resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment during the term of this Agreement.

Section 3.02 - No Lockout

The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, institute or condone any lockout of employees during the term of this Agreement.

Section 3.03 - Violations by Employees

Any employee who violates any provision of this article may be subject to disciplinary action, including discharge.

ARTICLE 4
COACHING AND PERFORMANCE

Section 4.01 - Coaching

Coaching is an interactive process between an employee and his/her supervisor. It should be used to assist an employee to identify and use proper workplace processes and procedures to improve the employee's performance and to achieve the Employer's goals. It is not a form of discipline.

Section 4.02 - Performance Improvement Plan (PIP)

The Employer may develop a Performance Improvement Plan (PIP) with an employee when the employee's performance is deficient. The PIP shall be developed and administered under guidelines and procedures established by the Employer's Department of Human Resources. An employee shall have the right to request to have an Association representative present at any conference involving the development of a PIP or discussion of a current PIP. The Employer shall advise an employee of that right prior to an initial conference and with sufficient advance notice so as to afford the employee a reasonable opportunity to make arrangements for the attendance of an Association representative. Once a PIP is developed, the Employer shall give the employee meaningful written feedback at least once every thirty (30) days regarding the employee's progress under the PIP. A PIP shall be effective for a reasonable period needed to satisfactorily improve the employee's performance, but, in any case, a PIP shall not be effective for more than six (6) months. An employee whose performance is documented to show a failure to improve within the six (6) month period or to have become deficient again on the same performance issue(s) within two (2) years after having completed a PIP, may be subject to discipline up to discharge from employment.

ARTICLE 5
SETTLEMENT OF DISPUTES

Section 5.01 - Dispute Resolution

A. Scope: This Article shall apply to all members of the bargaining unit.

B. Letter of Inquiry:

Any employee or the Association may initiate a "letter of inquiry" for the purpose of requesting from the City information on salary, working conditions, benefits, or an event that may result in a grievance. If an employee initiates the letter of inquiry, then the request shall be presented to the Association in writing. An Association representative shall process the letter of inquiry. The Association may request in writing from the Director of Employee Services such information or interpretation necessary to enable the Association to prepare a response to the inquiry. The Director of Employee Services shall respond to such request by the Association within ten (10) days of receipt. If the letter of inquiry originated from an employee, then the Association will respond to the employee.

If a letter of inquiry pertains to an event which might give rise to a grievance and the letter of inquiry is initiated within the time frames for filing a grievance under Section 5.01(D)(7), then the grievance must be commenced within twenty-one (21) calendar days from the date of the Association's receipt of the Director of Employee Services' response to the letter of inquiry.

C. Informal problem resolution:

From time to time, violations relating to the application of this agreement may arise. Many of these violations can be resolved informally. A violation that cannot be resolved informally is called a grievance.

D. Procedure and timelines:

A grievance is any matter concerning the interpretation, application or alleged violation of the current agreement between the City and a member of the bargaining unit or MPEA. Grievances shall be resolved in the following manner:

1) Step One:

An employee shall inform the Department Head of the grievance in writing on the standard grievance form.

If an employee requests a discussion with the Department Head or his/her representative concerning the written grievance, such discussion shall take place within three (3) days after filing the grievance, unless the time is mutually extended. The discussion shall be held, at the employee's option, with one of the following:

a) The employee accompanied by an Association representative;

b) The Association representative alone;

c) The employee alone on his/her own behalf.

Within twenty (20) days after receipt of the grievance or the discussion meeting concludes, whichever is later, the department head shall state his/her decision in writing together with the supporting reasons, and shall furnish one (1) copy to each of the following:

a) The employee who filed the grievance,

b) The Association,

c) The Director, Employee Services.

Each step one decision shall be clearly identified as a "step one decision."

2) Step Two:

If the step one decision is not satisfactory, a written appeal may be filed by the Association to the Director of Human Resources, or his/her designee, within ten (10) days of receipt of the step one decision. Upon request of the Association, a meeting shall be held between the Director of Human Resources, or his/her designee, and a representative of the Association. The meeting shall be scheduled by the Director of Human Resources, or his/her designee, and held within twenty (20) days after receipt of the written appeal.

The Director of Human Resources, or his/her designee, shall have the full authority of the City Council to resolve the grievance. Within twenty days after the step two meeting or receipt of the step two appeal, whichever is later, the Director of Human Resources or his/her designee shall send a written response to the Association. The step two decision shall clearly identify that answer as a "step two decision."

3) Step Three: Regular Arbitration:

Within twenty (20) calendar days of the date the Association receives the step two decision, the Association may submit the matter to arbitration. The Association shall notify the Director of Human Resources, or his/her designee, of its intent to arbitrate the grievance. Within 120 days of date of the Associations notice, the Parties will select an Arbitrator. Thereafter, a hearing shall be scheduled at the Arbitrator's earliest opportunity.

A single arbitrator shall be selected from the panel of mutually agreed upon arbitrators. The Arbitrator shall be selected on an alphabetical, rotational basis with each Party having the right to exercise one strike. If the Arbitrator is stricken, s/he will retain his/her position in the order. Either party may request an annual review of the panel at which time a new panel may be selected. The Arbitrator shall be notified of his/her selection by either or both Parties who shall request that he/she set a time and a place for the arbitration hearing, subject to the availability of the Parties. One representative of the Association, the Grievant and all necessary employee witnesses shall receive their regular salary and wages for the time spent in the arbitration proceeding, if during regular work hours.

The arbitrator shall render a written decision and the reasons, therefore resolving the grievance, and order any appropriate relief within thirty (30) days following the close of the

hearing or the submission of briefs by the parties. The decision and award of the arbitrator shall be final and binding upon the City, the Association and the employee (s) affected.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement. The arbitrator is also prohibited from making any decision that is contrary to law or to public policy.

4) Mediation: (Optional)

The City and the Association, by mutual agreement may utilize the grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective of mediation is to find a mutually satisfactory resolution to the dispute. The parties shall mutually choose a mediator or have a mediator assigned by the Bureau of Mediation Services.

One representative of the Association, and all necessary employee witnesses shall receive their regular salaries or wages for the time spent in the grievance mediation proceeding, if during regular working hours.

a) Arbitration time frames shall be tolled during the mediation procedure; however, there shall be not additional extensions without written mutual agreement.

b) Grievances that have been appealed to arbitration may be referred to mediation if both the Association and the Employer agree.

c) Mediation conferences shall be scheduled in the order in which the grievance is appealed to mediation with the exception of suspension or discharge grievances, which shall have priority.

d) Promptly after both parties have agreed to mediate, the parties shall notify the Bureau of Mediation Services. The Bureau of Mediation Services shall arrange for the conference.

e) The mediation proceedings shall be informal in nature, and the goal will be to mediate up to three (3) grievances per day.

f) Each party shall have one (1) principal spokesperson that will have the authority to agree upon a remedy of the grievance at the mediation conference.

g) One (1) Grievant will have the right to be present for each grievance.

h) The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The rules of evidence will not apply, and no transcript of the mediation conference shall be made.

i) The mediator may meet separately with the parties during the mediation conference. The mediator will not have the authority to compel the resolution of a grievance.

j) Written material presented to the mediator or to the other party shall be returned to the party presenting the material at the termination of the mediation conference, except that the mediator may retain on (1) copy of the written grievance to be used solely for the purposes of statistical analysis

k) If no settlement is reached during the mediation conference and upon the request of either party, the mediator may provide either or both parties with an immediate oral

advisory opinion. The opinion will involve the interpretation or application of the collective bargaining agreement and the reasons for his/her opinion. The parties may agree that no opinion shall be provided.

l) The advisory opinion of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.

m) If no settlement is reached as a result of the mediation conference, the grievance may be scheduled for arbitration in accordance with "Step three."

n) In the event a grievance that has been mediated is subsequently arbitrated, no person who served as the mediator may serve as the arbitrator. In the arbitration hearing, no reference to the mediator's advice or ruling may be entered as testimony nor may either party advise the arbitrator of the mediator's advice or ruling or refer at arbitration to any admissions or offers of settlement made by the other party at mediation.

o) By agreeing to schedule a mediation conference, the Employer does not acknowledge that the case is properly subject to arbitration and reserves the right to raise this issue notwithstanding its agreement to schedule such a conference.

p) The fees and expenses of the mediator and mediation office, if any, shall be shared equally by the parties.

5) Expedited Arbitration: (Optional)

Upon mutual agreement the Parties may request expedited arbitration. The Parties will make immediate (within twenty-four (24) hours) arrangements with the Bureau of Mediation Services for the expedited arbitration procedure and such procedure shall begin as soon as the Bureau can initiate a hearing. It shall be the specific request of both Parties to have a decision within fourteen (14) days of the hearing, and that no briefs will be filed.

6) Time Limits:

Time limits in, specified in this article may be extended by written mutual agreement of the Parties. The failure of the Employer to comply with any time limit herein means the Association may automatically process the grievance to the next step of the grievance procedure. Failure of the Association or its unit members to comply with any time limit herein renders the alleged violation untimely and no longer subject to the grievance procedure.

7) Commencement of Grievances:

If the grievance has not been avoided and/or the dispute resolved in an informal manner, and the employee or the Association wishes to file a formal grievance, the employee or the employee's Association representative on behalf of the employee, shall file a written grievance, signed by the employee, with the employee's department head or with his/her designee. Except as otherwise provided in Section 5.01 (B), the grievance must be filed within twenty-one (21) calendar days of the event which gave rise to the grievance or within fourteen (14) calendar days of the time the employee reasonably should have knowledge of the occurrence or event, whichever is later. The Association shall provide the Employer's Director, Employee Services with an informational copy of the grievance.

8) Grievance Forms:

   Forms for the grievance procedure will be developed jointly.

9) The Employer will cooperate with the Association to expedite the grievance procedure to the maximum extent practical.

Section 5.02 - Disclosure

The Parties acknowledge that their ability to resolve grievances under this Agreement is strengthened by their candid discussion of the facts, circumstances and events that gave rise to the grievance. Therefore, each Party shall disclose to the other such facts and arguments as it deems relevant to the matter at all steps of the grievance procedure and prior to any arbitration hearing conducted pursuant to the later provisions of this article. Copies of all statements, reports or other materials relied upon for the imposition of a disciplinary action, shall be provided to the Association at least 24 hours prior to any pre-determination hearing. Nothing in this section shall, however, be construed as a limitation upon either Party to present evidence, witnesses or arguments of any nature whatsoever at such hearings or as a bar to the production of undisclosed evidence, witnesses or arguments or its entrance into the record of such proceedings.

Section 5.03 - Arbitration Expenses

The fees and expenses of the Arbitrator shall be divided equally between the Employer and the Association provided, however, that each Party shall be responsible for compensating its own representatives and witnesses. If either Party desires a verbatim record of the proceedings, it may cause such record to be made provided it pays for the record and provides a copy thereof to the other Party and to the Arbitrator.

Section 5.04 - Election of Remedy

Employees covered by Civil Service systems created under Chapter 43a, 44, 375, 387, 419 or 420, by a Home Rule Charter under Chapter 410, or by laws 1941, Chapter 423, may pursue a grievance through the procedure established under this article. When a grievance is also within the jurisdiction of appeals boards or appeals procedures created by Chapter 43a, 44, 375, 387, 419, or 420, by a Home Rule Charter under 410, or by laws 1941, Chapter 423, the employee may proceed through the grievance procedure or the Civil Service appeals procedure, but once a written grievance or appeal has been properly filed or submitted by the employee or on the employee's behalf with the employee's consent, the employee may not proceed in the alternative manner.

Nothing in this Agreement shall prevent an employee from pursuing both a grievance under this contract and a charge of discrimination brought under Title VII, The Americans with Disabilities Act, the Age Discrimination in Employment Act, or the Equal Pay Act.

Section 5.05 - Administrative Leave Appeals Panel

An FLSA exempt employee may appeal a denial of the employee's request for administrative leave to the Administrative Leave Appeals Panel (Panel). The Panel shall be comprised of three persons selected by the Association, at least one of whom shall be the Association's Attorney/Business

Manager or a member of the Association's Executive Board, and two persons selected by the Employer, at least one of whom shall be a representative of the Department of Human Resources, Employee Services Division. The Employer can strike, up to three times, one position of the Association's panel.

An employee shall file an appeal in writing (by e-mail or memorandum) by contacting an Association Board Member, the employee's supervisor, and Employee Services. Within ten days of the employee's appeal, the Panel shall hear the appeal from the employee, the employee's supervisor and others as deemed necessary. If the panel does not convene within the ten days, a grievance may be filed in order to address the delay in convening the panel. The deliberations of the panel are confidential. Upon hearing the information, the Panel may grant, deny, or modify the employee's request. In any event, it is preferable that the decision of the Panel be based on consensus. If no consensus can be reached, a final decision will be reached by a majority vote of the Panel. The decision is final and not grievable. There shall be no reprisal against any employee who files an appeal.

ARTICLE 6
EMPLOYEE DISCIPLINE AND DISCHARGE

Section 6.01 - Just Cause

Disciplinary action may be imposed upon an employee who has satisfactorily completed the initial probationary period only for just cause. Discipline shall be imposed in a timely manner.

Section 6.02 - Progressive Discipline

Disciplinary action shall normally include only the following measures and, depending upon the seriousness of the offense and other relevant factors, shall normally be administered progressively in the following order:

Subd. 1. Written reprimands;

Subd. 2. Suspension from duty without pay;

Subd. 3. Demotion in position and/or pay or discharge from employment.

If the Employer has reason to reprimand an employee, it shall normally not be done in the presence of other employees or the public.

Section 6.03 - Discharge Due Process

No *regular employee* (i.e., an employee who has satisfactorily completed the initial probationary period) shall be discharged without having been afforded an opportunity to hear the reason(s) for the discharge and without an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes is relevant to the discharge decision. Whenever possible and practical, such opportunities shall be provided in a conference with the Employer which shall be conducted after advance notice to the employee and his/her Association representative who shall be

permitted to attend the conference. If a conference is to be conducted, the involved employee(s) shall remain in pay status until the conference has been completed.

Section 6.04 - Appeals

Disciplinary actions within the meaning of this article, excluding oral reprimands, imposed upon an employee who has completed the initial probationary period, may be appealed through the grievance procedure outlined elsewhere in this Agreement.

Section 6.05 - Disciplinary Action Records

A written record of all disciplinary actions within the meaning of this article, excluding oral reprimands, shall be provided to the involved employee(s) and may be entered into the employee's personnel record. Investigations into conduct which do not result in disciplinary action, however, shall not be entered into the employee's personnel record. When a disciplinary action more severe than a written reprimand is imposed, the Employer shall notify the employee in writing of the specific reason(s) for such action at the time such action is taken and provide the Association with an informational copy. Written reprimands shall not be relied upon to form the basis for further disciplinary action after two (2) years following the date of the written reprimand.

Section 6.06 - Disciplined Employee's Response

Any employee who is disciplined by written reprimand, suspension, demotion or discharge (and/or such employee's Association representative) shall be entitled to have a written response, if any, included in their personnel record, if filed with the Employer within sixty (60) calendar days of the issuance thereof.

Section 6.07 - Association Representation

Employees have the right to request Association representation at any conference or investigation which may lead to disciplinary action. Prior to any such conference or investigation, the Employer shall advise an employee of the employee's right to Association representation and inform the employee that it is the employee's responsibility to arrange for that representation.

ARTICLE 7
SENIORITY

Section 7.01 - Seniority Defined

When used in this Agreement, the terms *City seniority* and *classification seniority* shall have the meanings given them below:

Subd. 1. City Seniority Defined

Effective 1/1/98 "City Seniority" is defined as the length of uninterrupted employment with the Employer and based on the date of the employee's first day of employment as a City employee. For employees hired prior to 1/1/98 "City Seniority" shall be based on the employee's initial certification date.

Subd. 2. Classification Seniority Defined

Classification seniority is defined as the length of employment within a job classification and based on the date the employee began working in that classification on a permanent basis.

Subd. 3. Seniority During Workers' Compensation Absences

City and classification seniority shall not be lost and shall continue to accumulate without limitation during all workers' compensation absences.

Subd. 4. Ties in Seniority

Ties in Classification Seniority shall be broken by City Seniority. Ties in City seniority shall be broken randomly.

Section 7.02 - System Seniority Credit

Upon hiring an applicant who was previously employed by the Minneapolis Library Board, the Minneapolis Board of Education and/or the Minneapolis Park and Recreation Board, the Employer shall grant City and classification seniority credit for all purposes provided such applicant's employment is continuous between such Boards and the Employer and to the extent that such Boards afford reciprocal recognition of seniority credit to the employees covered by this Agreement.

Section 7.03 - Loss of Seniority

An employee's seniority shall be lost and his/her employment shall be terminated upon the occurrence of any of the following:

Subd. 1. He/she quits or retires and does not rescind such action within five (5) calendar days;

Subd. 2. He/she is discharged and the discharge is not reversed;

Subd. 3. He/she has been laid off and not actively working for the Employer for a period of three (3) years.

ARTICLE 8
FILLING VACANT POSITIONS

At least one of the items in this Article identifies unique terms and conditions for exempt employees. If it is different, the section to be applied for exempt employees will be identified by a "(B)". The exempt titles are listed in Appendix A of the Agreement under the column headed "FLSA, OTC".

Section 8.01 - General Provisions

The Parties agree that the following provisions respecting the filling of vacant bargaining unit positions shall be applicable in addition to other Employer-promulgated procedures to the extent that such procedures do not conflict with the provisions herein. The provisions herein shall become effective

upon ratification and shall be applicable to all examination plans conducted for the purpose of filling vacant bargaining unit positions.

Section 8.02 - Examination Plans and Applications

Subd. 1. Examination Plans

Examination plans, when offered, shall be posted for a period of not less than ten (10) calendar days. The examination plan shall set forth the title, salary, nature of work to be performed; minimum qualifications, the place and manner of making applications and the closing date applications will be received. The Employer may establish a definite or an indefinite closing date for the filing of applications. If the Employer has established an indefinite closing date, it must notify employees of any fixed closing date, later determined, by a posting adjacent to the originally posted examination plan. An applicant's eligibility for promotion begins on the date their name was added to a list of eligibles. Exam plans for newly created positions and/or for positions for which the title, salary, nature of work to be performed and/or minimum qualifications are materially different from the examination plans previously used, shall not be finalized by the Employer until the Association has had an opportunity to review the proposed examination plan and provide the Association's input into the examination plan development process. A copy of the examination plan in its final form shall be furnished to the Association at least seven (7) calendar days prior to its approval.

Subd. 2. Stated Qualifications

The minimum qualifications set forth in the examination plan shall be related to the job duties of the involved position and shall include applicable education, training, experience, skills and abilities required. Such minimum qualifications shall not, however, include artificial and/or irrelevant time-in-grade, promotional line and/or grade level requirements.

Subd. 3. Application for Promotion

Employees may make application for any promotional examination plan provided they meet the minimum, stated qualifications for the involved position; provided, however, that employees who have failed a promotional probationary period in a classification shall not be permitted to take an examination for promotion to that classification within twelve (12) months of the date of such failure.

Subd. 4. Examination Plans

The Employer may conduct an *open* and/or promotional examination plan(s). The Employer may advertise an open position internally and externally simultaneously. For purposes of this article, applicants from the Minneapolis Library Board, the Minneapolis Board of Education and the Minneapolis Park and Recreation Board shall be considered as outside applicants.

Section 8.03 - Examination of Qualified Applicants

Subd. 1. Examination Times

When an employee is scheduled to take a Minneapolis Civil Service examination during the employee's regularly scheduled hours of duty, the Employer shall grant time off, with pay, to take the examination.

Subd. 2. Testing

Unless the Employer elects to limit the number of qualified internal applicants to be tested, all qualified internal applicants shall be permitted to take the complete examination. In the event testing limitations apply, the Employer shall test no more *outside* applicants than it tests internal applicants. In no event, however, shall the number of qualified internal applicants be limited to fewer than six (6). One-half (½) of the internal applicants selected for testing shall be the senior-most qualified applicants unless the Employer utilizes an objective job-related testing mechanism to identify the internal applicants to be tested in which case the seniority selection mechanism shall not be applicable. While disputes respecting non-selection for testing are not subject to the provisions of Article 4 of this Agreement ("Settlement of Disputes"), such disputes may be referred to the Employer's Director of Human Resources who shall attempt to resolve the dispute.

Subd. 3. Examination Scores

One hundred percent (100%) of the total examination score shall be based upon the results of each applicant's test score(s). Such tests shall be developed by the Employer and may consist of more than one component.

Section 8.04 - Eligibles and List of Eligibles

Subd. 1. Passing Score

Each applicant whose 1) total examination score and 2) individual test score(s) as defined in Section 7.03, Subd. 3 of this article equals or exceeds seventy percent (70 **%**) shall be considered to have passed the examination.

Subd. 2. List of Eligibles - Examination Plans

The names of those applicants who have passed an examination shall be placed on a list of eligibles in descending order of their total examination scores in addition to any Veteran's Preference points, if applicable. In the event two (2) or more eligibles hold identical total examination scores, their names shall be placed on the list of eligibles in the order of their respective City seniority; i.e., the name(s) of the senior eligible(s) shall be placed over the name(s) of the junior eligible(s) provided, however, the names of Veterans shall always be placed over the names of non-Veterans who hold identical scores.

Subd. 3. List Expiration

The staffing division of the Human Resources Department shall inform applicants of the length of their eligibility by stating it on the job posting and/or by letter.

Section 8.05 - Selection of Certified Eligibles

Any or all of the eligibles on a list of eligibles may be certified to the appointing authority for selection. At a minimum, the top three (3) scoring eligibles shall be considered. Any of the eligibles certified to the appointing authority may be selected to fill the vacant position. The name of the eligible selected shall be removed from the list of eligibles.

Section 8.06 - New Employee Orientation

The Employer shall provide the Association with notice of the date, time, and location of all new employee orientation sessions. The Association shall be provided with the opportunity to attend the sessions and to meet with the new employees.

Section 8.07 - Probationary Periods

An eligible selected to fill a vacant position shall serve an initial or promotional probationary period as applicable. An employee may be removed from the position during the probationary period at the discretion of the appointing authority. Such removal shall not be subject to the grievance/arbitration provisions of this Agreement. For purposes of this section, one (1) month shall be deemed to be one hundred seventy-four (174) hours of work for non-exempt employees. For exempt employees, one (1) month shall be deemed to be one (1) calendar month of actual work, including approved sick leave or vacation leave. Time spent in temporary duty in the position immediately preceding the appointment shall count toward satisfaction of the probationary period, benefits eligibility, without retroactivity, and pay progression purposes.

A. Initial Probationary Period

1. All initial probationary periods shall be twelve (12) months in duration.
2. Removal during an employee's initial probationary period shall result in termination of employment.

B. Promotional Probationary Period

1. All promotional probationary periods shall be six (6) months in duration; however, the promotional probationary period may be extended for up to an additional six (6) months with a meet and confer with the Association provided a performance review has been conducted.
2. An employee removed during a promotional probationary period shall have the right to return to a vacant position in his/her previous classification, or, if none is available to his/her previous position.

Employees, regardless of status, should receive meaningful and timely feedback concerning their job performance. This is particularly true for employees as they enter a position and are serving probation. The Employer will strive to provide job performance feedback to employees and to support the employee in becoming successful. Though this feedback is considered important and critical, the failure of management to conduct a probationary performance review is non-grievable.

Section 8.08 - Position Audit and Class Maintenance Studies

Subd. 1. Position Audit

Unless otherwise ordered by a court of competent jurisdiction, employees who believe that their individual position has changed due to gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed, may request that their position be audited to assure proper classification. To request a position audit, the employee must submit a Job Analysis

Questionnaire on the form provided by the Human Resources Department. The employee will complete the questionnaire and submit it to their supervisor for review, comments and signature. The supervisor will forward it to the department head for similar action. The department head will forward the completed and signed questionnaire to the Human Resources Department. If the supervisor fails to act upon the request within 30 calendar days, the employee may forward the request to the department head with another copy provided to the supervisor. If the department head fails to respond within 30 calendar days after receiving the questionnaire, the employee may document the department's failure to provide a timely response, and may then submit the study request directly to the Human Resources Department. Requests for study of an employee's individual position may be submitted no more than once every 24 calendar months, unless the Parties agree that substantial changes have occurred in the position justifying the need for a new audit.

If the audit results in a reclassification of the individual position no vacancy shall be deemed to have been created. Upon reclassification, to a position providing a higher maximum salary, the incumbent employee shall be appointed to the reclassified position and the incumbent employee's pay shall be determined in accordance with Section 10.03, Subd. 1 of this Agreement. The effective date of the reclassification for pay and seniority purposes shall be the date upon which the involved employee submitted a completed request for reclassification to the Employer's Human Resources Department with a copy to the involved Department Head. The provisions of this section shall apply only to the incumbent employee who has been permanently certified to the involved position.

When a position is reclassified as a result of gradual changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position to a classification providing a lower maximum salary, the involved incumbent employee may request that the reclassification be considered to be a layoff. If so requested, the provisions of Article 8 ("Layoff and Recall From Layoff") shall be applied. In the alternative, the involved incumbent employee may elect to remain in the reclassified position and the incumbent employee's pay shall be frozen until such time as the salary for the new classification is the same or greater than the salary as frozen, at which point the salary schedule for the classification shall govern future changes.

Subd. 2. Class Maintenance Study

The Employer may initiate class maintenance studies related to a specific class or a group of positions within a department/division to maintain the integrity of the Employer's classification system. The Employer will consider requests by the Association to initiate such studies. The format of these studies may include an informal survey or an in-depth study of changes in the kind, responsibility, or difficulty of work performed since the classification was last studied at the discretion of the Human Resources Department. Individuals in a studied class may not request a position study while the Maintenance Study is in progress. If the study is not completed within 120 days, the employee may request an individual position audit using the previously stated process and time frames for job audits.

If a class or group of positions is/are reclassified pursuant to a class maintenance study to a class providing a higher maximum salary, no vacancy shall be deemed to have been created. Upon reclassification, the incumbent employees shall be appointed to the reclassified position and the incumbent employees' pay shall be determined in accordance with Section 10.03, Subd. 1 of this Agreement. The effective date of the reclassification for pay purposes shall be January 1st of the calendar year following completion of the study. Incumbent employees shall maintain the classification seniority date of their previous classification as the classification seniority date of the

new classification. The provisions of this section shall apply only to the incumbent employees who have been permanently certified to the involved positions.

When a class or group of positions is/are reclassified pursuant to a Maintenance Study to a class providing a lower maximum salary, the involved incumbent employee may request that the reclassification be considered a layoff. If so requested, the provisions of Article 8 ("Layoff and Recall From Layoff") shall be applied. In the alternative, the involved incumbent employee may elect to remain in the reclassified position and the incumbent employee's pay shall be frozen until such time as the salary for the new classification is the same or greater than the salary as frozen, at which point the salary schedule for the classification shall govern future changes.

Human Resources will develop an on-going schedule of class maintenance studies that provides for a maintenance study on a rotating basis at least once every four (4) calendar years. Such studies may be done more frequently as needed to maintain the integrity of the classification system.

Section 8.09 - Lateral Transfers

Employees may request to be transferred to a vacant position within their classification in another department and may be transferred pursuant to such request with the written approval of their department head, the involved appointing authority and the Employer's Director, Employee Services. Such transferred employees shall serve a three (3) month probationary period in the new position ; however, the transfer probationary period may be extended for up to an additional three (3) months with a meet and confer with the Association provided a performance review has been conducted no later than the mid-point of the probationary period. If removed by the appointing authority during the probationary period, the involved employee shall be reassigned to a vacant position within the classification or, if none is available, to their previous position.

Section 8.10 - Permits, Details and Grant Funded Employees

Subd. 1. Utilization

The Employer may select employees for temporary duty in other classifications and/or positions (*details*) and/or utilize temporary employees (*permits*) for periods not to exceed the length of an incumbent employee's absence or twelve (12) consecutive calendar months, whichever is longer. Such limitations shall not be exceeded except by the express written mutual agreement between the Parties.

Subd. 2. Detailed During Study

If an employee is detailed to a position during a reclassification study, the employee shall be credited with time served in the detailed position, subject to the following conditions:

1. The employee is selected for the position.
2. The employee served in the position during the time of the reclassification study.

In the event the department utilizes a rotational process for detailing employees, the selected employee shall receive service credit (classification seniority) for the detail time spent.

Subd. 3. Monthly Reports

Employer shall provide to the Association on a monthly basis a listing of all permit and detailed employees. The listing of permit employees shall include the employee's name and identification number, the classification title and union code of the permit position, whether the permit is for a full-time or part-time position, the department in which the permit position is located, the effective date of the permit position, the employee's entry date to the permit position, and the employee's planned exit date from the permit position. The listing of detailed employees shall include the employee's name and identification number, the union codes of the position the employee is detailed from and to, the job title and department the employee is detailed to, the effective date of the detail, the number of times the employee has been detailed, whether the detail is to a full-time or part-time position, the entry date to the detailed position, and the planned exit date from the detail. The Association may make specific inquiries relative to the anticipated termination date and the reason for appointment.

Subd. 4. Grant-funded Employees

From time to time, the Employer is provided with short-term funds through a grant for a specific purpose. When such an occasion arises, the Employer will provide notice to the Association and provide information to identify the term and purpose of the grant. The terms and conditions listed below shall govern the rights of grant-funded employees. These terms and conditions shall not apply to the permanently certified employee who is assigned to a grant-funded position and who does not experience an interruption as defined in Section 7.03, Subd. 1 of this Agreement.

a. Be employed on a permanent basis for the duration of the grant only;

b. Enjoy all other rights, benefits and privileges afforded permanent employees under this Agreement;

c. Be granted City and Classification seniority retroactive to their initial date of hire in the event the position becomes permanent;

d. Not be entitled to layoff/bumping rights as defined by this Agreement;

e. Not be eligible to participate in the Job Bank Program; and

f. Be subject to the provisions of Section 1.02 and bear any other duties and obligations of full-time permanent employees under this Agreement.

If a grant-funded employee is employed continuously for more than three (3) years, except due to a time extension of the original grant, the employee shall then become a permanently certified employee, and shall be granted all the privileges of that status, including the layoff, job bank and bumping provisions of the Agreement. Such an employee shall also be granted City and classification seniority retroactive to their initial date of hire. Provisions of this section shall also be applicable whenever the grant-funded position becomes permanent through the usual position allocation process.

Nothing in this Section shall be interpreted to abridge the Employer's right to ensure adequate and appropriate staffing or staffing levels.

ARTICLE 9
LAYOFF AND RECALL FROM LAYOFF

Section 9.01 - Layoffs and Bumping

Whenever any permanent position is to be abolished or it becomes necessary because of lack of funds or lack of work to reduce the number of employees in the classified service in any department, the department head shall immediately report such pending layoffs to the City Coordinator or her/his designated representative. The status of involved employees shall be determined by the following provisions and the involved employees will be notified.

Subd. 1. General Order of Layoff

Layoffs shall be made in the following manner:

a. *Permit* employees shall be first laid off;

b. Temporary employees (those certified to temporary positions) shall next be laid off;

c. Persons appointed to permanent positions shall then be laid off.

Subd. 2. Layoff Based on Classification Seniority

The employee first laid off shall be the employee who has the least amount of classification seniority in the classification in which reductions are to be made. Provided, however, employees retained must be deemed qualified to perform the required work and employees who possess unique skills or qualifications which would otherwise be denied the Employer may be retained regardless of their relative seniority standing. For the purposes of this article, there shall be separate seniority between permanent year-round employees and permanent intermittent employees. In determining classification seniority for layoff purposes, the certification date of any employee in the class into which such employee has bumped shall be either 1) the date first certified to the lower class after which employee maintained continuous status as a City employee or, 2) if the employee has never served in the lower class, the certification date in the class from which the employee was laid off.

Subd. 3. Bumping

Employees who are identified for layoff shall have their names placed on a layoff list for their classification. Such employees who have at least two (2) years of City seniority shall have the right to displace (*bump*) the employee of lesser City seniority who was last certified to the next lower classification in the same job series. If the employee identified for layoff cannot properly displace any employee in the next lower classification in the same job series, such employee shall have the right to displace (bump) the employee of lesser City seniority who was the last certified to equal or progressively lower classifications previously held permanently (i.e., one in which the probationary period was satisfactorily completed) by the employee identified for layoff and in which job performance was deemed by the Employer to be satisfactory, which is equal to or lower than the original classification of the employee identified for layoff. In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed position and must be qualified to perform the required work.

Employees hired on or after January 1, 2014 who have not previously held a lower position in the job series shall not be allowed to bump down in the series.

Section 9.02 - Notice of Layoff

The Employer shall make every reasonable effort under the circumstances to provide affected employees with at least fourteen (14) calendar days' notice prior to the contemplated effective date of a layoff.

Section 9.03 - Recall from Layoff

An employee in the classified service who has been laid off shall be re-employed without examination in a vacant position of the same class within three (3) years of the effective date of the layoff. Recalled employees shall be subject to a probationary period of up to six (6) months. During the probationary period the employee may be removed from the position at the discretion of the appointing authority. Such removal shall not be subject to the grievance procedure contained in Article 5. However, the removal shall, if requested by the Association, be reviewed by a committee chaired by the Director of Employee Services consisting of two Association members selected by the Association and one other member selected by the Director of Employee Services. The committee shall review the reasons for the removal and render a final decision. The decision of the committee shall be final. An employee may also request to be returned to the recall list during the probationary period. An employee removed during his/her probationary period or who has requested to be returned to the recall list shall be returned to the recall list with his/her time tolled for the period the employee was employed but with no other rights associated with an initial layoff.

Failure to receive an appointment within three (3) years will result in the eligible's name being removed from the list.

Section 9.04 - Application and Scope

Subd. 1. General

For purposes of this article, bargaining unit employees may displace (*bump*) non-bargaining unit employees. Further, non-bargaining unit employees shall be permitted to displace bargaining unit employees. Specifically, the provisions of this article respecting layoff, bumping and recall, shall be applicable to those employees excluded from the bargaining unit by virtue of their supervisory or confidential status.

Subd. 2. Effect on Appointed Positions

Bargaining unit members who hold appointed positions pursuant to Laws, 1969, Chapter 937, Section 2, or the Minneapolis Code of Ordinances, cannot be displaced (*bumped*) within the meaning of this article by other bargaining unit employees during the time such employees hold their appointed positions. In the event a member is removed from an appointed position he/she shall have the same bumping rights as provided for under provisions of this article.

Section 9.05 - Exceptions

The following exceptions may be observed:

Subd. 1. Mutual Agreement

If the Employer and the Association agree upon a basis for layoff and reemployment in a certain position or group of positions and such agreement is approved by the City Coordinator or her/his designated representative, employees will be laid off and re-employed upon that basis.

Subd. 2. Emergency Retention

Regardless of the priority of layoff, an employee may be retained on an emergency basis for up to fourteen (14) calendar days longer to complete an assignment.

ARTICLE 10
WAGES AND PAYROLLS

At least one of the items in this Article identifies unique terms and conditions for exempt employees. If it is different, the section to be applied for exempt employees will be identified by a "(B)". The exempt titles are listed in Appendix A of the Agreement under the column headed "FLSA, OTC".

If the Employer reaches any other wage agreement with any other union for 2011 and 2012, then the Association has the right to evaluate and determine whether to accept said agreements.

At the discretion of the Association, the Association and the Employer shall re-open negotiations for the sole purpose of determining wages for 2013. The Association may exercise its right to re-open negotiations at any time prior to December 31, 2013.

Section 10.01 - Classifications and Rates of Pay

Subd. 1. General

All positions covered by this Agreement shall be classified by the Employer and the minimum, maximum and intervening salary rates for such classification shall be those shown in Appendix "A" to this Agreement.

Subd. 2. Job Classification System

The Minneapolis Civil Service Commission (*MCSC*) shall administer the Employer's job classification system in accordance with the following criteria:

a. The job classification evaluative process shall be based upon professionally developed standards equally applied to all positions without bias.

b. Job classes shall be established which group positions that have identical or similar primary duties. Within each classification, the nature of the work shall be significantly different from other job classes.

c. Positions shall be classified based upon their job-related contributions and/or assessed value to the Employer's functions.

d. New positions shall be evaluated and placed into job classes based upon a comparison of the similarity of the assigned duties to other positions in the job class. New positions shall be placed into existing job classes unless the duties or conditions of employment are found to be substantially different from other existing classes in the classified service.

e. The MCSC shall maintain appropriate records relating to classification studies and actions, and shall maintain a written class specification for each job class in the classified service describing typical duties and responsibilities of positions in the job class.

f. The MCSC, in coordination with the Employer's Affirmative Action Program, shall assign appropriate Federal Job Category (*FJC*) designations to each job class.

Disputes respecting the classification of jobs within any bargaining unit shall be directed to the MCSC for review and final action. No dispute respecting classification determinations shall be subject to the grievance/arbitration provisions of this Agreement; however alleged violations to the processes described in Section 7.07 shall be subject to the grievance/arbitration provisions. In the event, either by law or otherwise, the MCSC loses its legal authority to administer the Employer's job classification system during the life of this Agreement, the provisions of this section shall be null and void and the Parties shall meet and negotiate with one another, at the request of either of them, over an appeal procedure or other job classification dispute resolution process.

Section 10.02 - Pay Progressions/Performance Reviews

Employees shall automatically advance from the six month rate to the first step after six months service with the Employer. The six month salary shall not apply to employees who have six months of City Seniority. Employees shall be eligible to be considered for advancement to the next higher step within the pay range annually. However, pay progression shall be suspended for 2012.
Employer may withhold or delay the increase for unsatisfactory job performance. The employee shall be notified of the action and the specific reasons therefore. The employer's action is grievable. Increases pursuant to this section shall be made on the first day of the pay period, which includes the date of eligibility.

Each employee is entitled to performance appraisal feedback. To that end, supervisors shall perform performance appraisals for each employee at least annually. In the event an employee does not receive an annual performance review, the employee may request one in writing. Thereafter, the employee's supervisor shall conduct the performance review within a reasonable time. An employee's failure to request a performance review shall not be used to support withholding the employee's step progression. The failure of a supervisor to conduct a performance review may be used as evidence to support an employee's grievance challenging the withholding or delay of the employee's step progression. In addition, supervisors are encouraged to hold mid-year performance review discussions.

Section 10.03 - Advances and Transfers

Subd. 1. Pay Upon Promotion

The salary of an employee who advances from one grade to a higher grade shall be at the increment nearest the employee's salary in the lower classification plus 5%, and thereafter shall increase in accordance with Section 10.02 of this article. For the purpose of this Section, "employee's salary" shall include all incremental increases the employee would have received within four (4) months after the promotion date had he/she not been promoted. The provisions of this subdivision shall also be applicable whenever an employee is reclassified pursuant to Section 8.07 of this Agreement.

Notwithstanding the above provisions of this Subdivision 1, if the parties agree, the salary of a promoted employee may be negotiated between the Association and the Employer to a different step in the new pay schedule to which the employee is promoted.

Subd. 2. Promoting Employees from Non-Exempt Positions to Exempt Positions

Any employee represented by the Association promoting from a non-exempt position to an exempt position with the Employer, without regard to whether the exempt position is represented by the Association, shall be paid the value of any remaining compensatory time at his/her hourly rate of pay immediately prior to promotion.

Subd. 3. Pay Upon Transfer

When an employee is transferred or certified from one classification to another in the same grade he/she shall retain the same pay step as was applicable in his/her previous position and the employee shall retain the same anniversary date for future pay increase effective dates.

Subd. 4. Pay Upon Demotion

The salary of an employee who demotes to a classification that provides for a lower maximum salary shall be determined as follows:

1. Voluntary: The salary shall be the salary step on which the employee would be if they had remained in the position to which they demote.

2. Disciplinary: The salary shall be the same step which the employee had before the demotion; however, the employee shall not be placed on a step which provides for a lower salary than the employee had prior to the promotion.

3. Layoff Related: The salary shall be the next increment lower than the salary last received by such employee in the higher paid classification.

In 1 & 2 above if an employee is demoted to a position he/she has not previously held, the salary step will be the same step the employee was on at the time of demotion. The salaries, once set, shall increase in accordance with Section 10.02 (Pay Progressions) of this article.

Subd. 5. Pay Upon Detail

The salary of an employee who is detailed to perform all or substantially all of the duties of a higher-paid classification shall be determined by adding five percent (5%) to the salary received in the employee's permanent classification and then finding the salary increment closest to that figure in the new detail classification. When eligible for step advancement on the anniversary date in the permanent classification, the employee's wage will be recalculated, if the increase is not withheld or delayed, based upon their permanent classification. The detail pay will then be based upon the new wage in the permanent classification and in accordance with the above calculation.

Notwithstanding the above provisions of this Subdivision 5, if the parties agree, the salary of a detailed employee may be negotiated between the Association and the Employer to a different step in the new pay schedule to which the employee is detailed.

Subd. 6. Forensic Scientist Positions

Effective January 1, 2001 the classification titles Forensic Scientist I and Forensic Scientist II shall be merged into a single classification. The resulting classification title shall be Forensic Scientist. The wage schedule shall be a seven-step schedule. The first three steps, Steps 1, 2, and 3, shall be reserved for Forensic Scientists who have not achieved the required expertise to allow them to operate independently. The last four steps, Steps 4, 5, 6, and 7 shall be reserved for Forensic Scientists who have achieved certification or are recognized as being qualified by their Forensic Discipline. Certified Forensic Scientists who have achieved certification shall have a beginning wage of Step 4, unless otherwise authorized by the City Council. Forensic Scientists who have not achieved certification shall not progress beyond Step 3 until they have achieved certification. In its sole discretion, the Employer may release any Forensic Scientist who has failed to achieve certification within three attempts after becoming eligible to attempt to attain certification.

Section 10.04 - Payrolls and Paydays

A. *Non-Exempt Employees* - All payrolls shall be calculated on a biweekly basis and employees shall normally be paid every other Friday.

B. *Exempt Employees* - All payrolls shall be calculated on a biweekly basis and employees shall normally be paid every other Friday. The Employer shall not reduce an employee's salary or accrued leave for absences of less than one full workday.

Section 10.05 - Benefits Calculations and Accruals

For purposes of benefit plan administration, all compensated hours (exclusive of overtime hours and workers' compensation, unemployment compensation or similar insured compensation payments) shall be considered *hours worked* for all benefit accruals provided for by this Agreement. Benefit accruals shall be based upon a proportionate number of straight time compensated hours only.

Section 10.06 - Longevity Pay

Effective January 1, 2000, longevity pay shall be increased by the general, across the board wage increase provided to all bargaining unit members.

ARTICLE 11
HOURS OF WORK AND OVERTIME

At least one of the items in this Article identifies unique terms and conditions for exempt employees. If it is different, the section to be applied for exempt employees will be identified by a "(B)". The exempt titles are listed in Appendix A of the Agreement under the column headed "FLSA, OTC".

Section 11.01 - Normal Work Week

A. *Non-Exempt Employees* - The normal work week for all full-time employees covered by this Agreement shall consist of forty (40) hours within each seven (7) calendar day period. The provisions of this section are intended to define the work day and work week for payroll calculation purposes only. All payroll and overtime pay calculations shall be based on eight (8) hours per full shift worked and forty (40) hours per full work week worked. Nothing in this section or article shall be construed as a guarantee of hours of work per work day or per work week which are available to employees, nor shall any provision herein be construed as a limitation upon the Employer's ability to provide municipal service or to schedule its employees consistent with its legitimate needs.

   It is the intent of the Parties to this Agreement that supervisors work with employees who desire to reduce hours or job share to develop schedules which accommodate the needs of the employee and the Employer.

B. *Exempt Employees* - The normal work week for all full-time exempt employees covered by this Agreement shall normally consist of forty (40) hours within each seven (7) calendar day period. The provisions of this section are intended to define the work day and work week for payroll calculation purposes only. All payroll calculations shall be based on the employee's annual salary. Nothing in this section or article shall be construed as a limitation upon the Employer's ability to provide municipal service or to schedule its employees consistent with its legitimate needs.

   It is the intent of the Parties to this Agreement that supervisors work with employees who desire to reduce hours or job share to develop schedules which accommodate the needs of the employee and the Employer.

Section 11.02 - Work Schedules

A. *Non-Exempt Employees* - Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer.

B. *Exempt Employees* - The Employer shall establish workdays.

Where work schedules are routinely subject to change, work schedules showing the regular shifts, days and hours of involved employees shall normally be prepared and posted at least fourteen (14) calendar days in advance of their effective date. Such work schedules, once posted, will only be modified when necessitated by unscheduled employee absences, unscheduled changes in work load or emergency conditions as reasonably determined by the supervisor.

Subd. 1. Flexible Work Schedule

Employees may be allowed flexibility in scheduling their weekly and daily work hours with their supervisor's approval. Employees may, for example, be allowed to schedule their weekly hours during four (4) or five (5) days and/or they may be allowed to schedule their starting and ending times according to individual needs and workloads, with such supervisory approval.

Subd. 2. Switching Schedules

Employees may mutually agree to exchange scheduled work days, shifts or hours of work with the advance approval of their supervisor provided such change does not result in the application of overtime or compensatory time off.

Section 11.03 - Meal Breaks

All full-time employees shall be entitled to an unpaid, duty free meal break, not to exceed one (1) hour per work day. In some situations, work demands may preclude the granting of an uninterrupted meal break. In such cases, a non-exempt employee shall receive compensatory time off.

Section 11.04 - Rest Breaks

All employees shall be entitled to a paid, duty free rest break of fifteen (15) minutes during each four (4) hour work period. In some situations, work demands may preclude the granting of an uninterrupted rest break at the scheduled times.

Section 11.05 - Equity in Scheduling

The Employer shall attempt to schedule required evening and/or weekend hours of work in an equitable manner among the qualified employees of a given classification in a work unit. The Employer shall meet and confer with the Association upon the Association's request in the event problems arise regarding this issue.

Section 11.06 - Overtime

Subd. 1. Overtime Work and Pay

Employees may be required to work a reasonable amount of overtime as assigned by the Employer. All overtime work must be approved in advance. When authorized by departmental policy and approved in advance by an eligible employee's supervisor, compensatory time may be granted to employees in lieu of overtime pay. In no case shall overtime pay or compensatory time be granted to employees in grades twelve (12) and above. The overtime pay/compensatory time status codes set forth in Appendix "A" of this Agreement (*OTC 1, 2, 3, or 4*) shall be applicable to bargaining unit employees as defined below:

a. OTC Code 1. Employees are not eligible for overtime pay or compensatory time.

b. OTC Code 3. Overtime pay or compensatory time shall be granted to employees at the rate of one and one-half (1½) times their regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week.

A maximum of one hundred (100) hours of compensatory time may be accumulated unless the City Council has authorized up to one hundred twenty (120) hours for employees assigned to work on a special project basis or has authorized pay for compensatory time on a special project basis when funds are available for such purposes. Compensatory time off shall be scheduled and approved in advance in the same manner as vacation leave. Employees and their supervisors shall diligently work together to schedule accumulated compensatory time off when the impact on the Employer's operation will be minimized.

Subd. 2. Regular Rates of Pay and Overtime Calculations

a. Compensatory time used will not be included in the calculation of hours worked for the purpose of reaching overtime thresholds;

b. Approved sick, bereavement, jury duty, paid holidays, and accrued vacation leaves from work will be included in the calculation of hours worked for the purpose of reaching daily and weekly overtime thresholds;

c. Employees may replace compensatory time used with accrued vacation time to meet the weekly overtime threshold. An employee may not use this provision to accrue or increase a negative balance of vacation time. This replacement must be done within the payroll period in which the overtime is worked;

d. Hourly premiums, shift differentials, hazard pay, longevity and any other negotiated pay benefits will be included in the calculation of the employee's "regular rate of pay;"

e. All eligible paid leave time is eligible for overtime earnings when the total paid hours within a work week exceeds forty (40) hours, regardless of the sequential order of the applied leave;

f. The Employer shall calculate the regular rate of pay for overtime payments in accordance with the U.S. Department of Labor's guidance on the FLSA;

g. "Seventh day worked" means seven consecutive days of actual work (any day where work is performed for 4 hours or more) independent of the Employer's pay periods;

h. The seventh day worked premium rate of pay of two (2) times the weekly regular rate of pay will be paid for all work performed on the seventh consecutive day of actual work, notwithstanding the timing of pay periods or unscheduled shift changes, except where specifically exempted within other negotiated agreements. The extension of a shift into the next pay day shall not be counted as a separate day of work. Use of any paid time off of more than four (4) hours on any work day within the seven consecutive days is disqualifying for the seventh day worked premium, though the employee remains eligible for the regular time and a half overtime premiums if the work exceeds forty (40) hours in any work week.

i. All seventh day worked premium earnings will be paid in cash; no compensatory time earned will be granted in lieu of cash compensation for this premium.

Subd. 3. No Duplication

There shall be no duplication or pyramiding of overtime and/or premium rates of pay under the provisions of this Agreement. Compensation shall not be paid more than once for the same hours under any provisions of this Agreement.

Section 11.07 - On Call

The term "on call" is limited to a status in which an employee, though off duty, is required by the Employer, to be available and able to respond to inquiries by telephone and/or, if necessary, return to duty. The employee should receive clear advance notice that he/she will be "on call" and any schedule should be reasonable thus respecting the employee's personal life.

a. An employee will receive $35.00 for each weekday the employee is on call. The employee will receive $45.00 for each weekend day (Saturday or Sunday) or holiday the employee is on call.

b. The on call employee is expected to respond to telephone inquiries during the on call period without additional compensation. On call employees may be compensated for other work performed at home with the express approval of the department head.

c. Employees, not on call, may receive inquiries during off duty hours and/or be asked to return to duty, but they are not required to be available and able to respond.

Section 11.08 - Stand-By

The term "stand-by" refers to employees of the Police Department who are required to be available as a witness for court matters. Employees shall be compensated at the prevailing rate for the classification (overtime or compensatory time) for stand-by which falls outside the normally scheduled hours. All stand-by hours must have approval by the department head or his/her designee.

Section 11.09 - Call Back to Duty

A non-exempt employee called back for duty, regardless of on call status, shall earn pay or compensatory time at the proper rate for the hours on duty or four hours, whichever is greater. An exempt employee called back for duty may be granted administrative leave pursuant to the provisions of Section 15.08.

Section 11.10 - Emergency Closings

A. *Non-Exempt Employees* - In the event the employees are unable to work their regularly scheduled hours because the Employer has temporarily suspended all or a portion of its normal operation in response to inclement weather or other emergency conditions, employees shall be permitted to draw upon accumulated vacation or sick leave benefits or accumulated compensatory time, at their option, to the full extent of the lost compensation due to the closure.

B. *Exempt Employees* - The Employer may temporarily suspend all or a portion of its normal operation in response to inclement weather or other emergency conditions. Official closure

announcements shall be made by the Employer through internal means and, where appropriate or necessary, be broadcast by WCCO-AM radio (830 kHz) and/or other suitable public media. Exempt employees shall not be required to use vacation, administrative leave, or sick leave benefits to compensate for lost work.

Section 11.11 - Forensic Scientist, Crime Analyst and Intelligence Analyst Shift Differential Pay

Full-time, non-exempt Forensic Scientist, Crime Analyst, and Intelligence Analyst employees in the Police Department who are assigned to work a full shift which begins between 2:00 p.m. and 2:00 a.m. shall be paid an additional ninety-eight and two tenths cents (.982¢) per hour for all hours worked on such a shift.

Employees who are scheduled to work a full shift which begins outside these designated times shall not qualify for shift differential pay. Should these employees work overtime, either by coming in early or staying over, onto a shift which qualifies for differential, their sole compensation shall be the payment of overtime or compensatory time if applicable.

ARTICLE 12
VACATIONS

At least one of the items in this Article identifies unique terms and conditions for exempt employees. If it is different, the section to be applied for exempt employees will be identified by a "(B)". The exempt titles are listed in Appendix A of the Agreement under the column headed "FLSA, OTC".

At the discretion of the Appointing Authority, as defined under the Minneapolis City Charter, and in the process of negotiating the compensation package for the initial hire of new employees, new hires may be granted additional vacation accrual rate credit based on documented relevant work experience as determined by the Human Resources Department. Credit may be granted on a year-for-year ratio up to a maximum of twenty-one (21) days of vacation per year.

Section 12.01 - Vacations With Pay

Permanent employees shall be entitled to vacations with pay in accordance with the provisions of this article.

Section 12.02 - Eligibility: Full-Time Employees

Vacations with pay shall be granted to permanent employees who work one-half (½) time or more. Vacation time will be determined on the basis of continuous years of service, including time in a classified or unclassified position immediately preceding appointment or reappointment to a classified position. For purposes of this article, *continuous years of service* shall be determined in accordance with the following:

Subd. 1. Credit During Authorized Leaves of Absence

Time on authorized leave of absence without pay, except to serve in an unclassified position, shall not be credited toward years of service, but neither shall it be considered to interrupt the periods

of employment before and after leave of absence, provided an employee has accepted employment to the first available position upon expiration of the authorized leave of absence.

Subd. 2. Credit During Involuntary Layoffs

Employees who have been involuntarily laid off shall be considered to have been continuously employed if they accept employment to the first available position. Any absence of twelve (12) consecutive months will not be counted toward years of service for vacation entitlement.

Subd. 3. Credit During Periods on Disability Pension

Upon return to work, employees shall be credited for time served on workers' compensation (those returning to active employment after January 1, 1995) or disability pension as the result of disability incurred on the job. Such time shall be used for the purpose of determining the amount of vacation to which they are entitled each year thereafter.

Subd. 4. Credit During Military Leaves of Absence

Employees returning from approved military leaves of absence shall be entitled to vacation credit as provided in applicable Minnesota statutes.

Section 12.03 - Eligibility: Intermittent and Part-Time Employees

Permanent employees on an intermittent or part-time basis shall also be granted vacations with pay in direct proportion to the time actually employed. In no event, however, shall employees receive vacation pay greater than what their earnings would have been during such period had they been working.

Section 12.04 - Vacation Benefit Levels

Eligible employees shall earn vacations with pay in accordance with the following schedule:

YEARS OF CITY SERVICE	VACATION DAYS
1 - 4	12
5 - 7	15
8 - 9	16
10 - 15	18
16 - 17	21
18 - 20	22
21 +	26

For purposes of this article, the word *day* shall be defined as eight (8) hours.

Eligible probationary employees shall be allowed to use vacation days as they are earned.

For purposes of this article, the workday shall be defined in accordance with the definition in Section 11.01 Subd. 1 of this Agreement.

Section 12.05 - Vacation Accruals and Calculation

The following shall be applicable to the accrual and usage of accrued vacation benefits:

Subd. 1. Accruals and Maximum Accruals

A. *Non-Exempt Employees.* Vacation benefits shall be calculated on a direct proportion basis for all hours of credited work other than overtime and without regard to the calendar year. Benefits may be cumulative up to and including fifty (50) days. Accrued benefits in excess of fifty (50) days shall not be recorded and shall be considered lost.

Except in emergency situations approved at the sole discretion of the department head non-exempt employees shall be authorized to utilize only vacation benefits actually accrued to the date of their return from vacation. The department head may approve up to one (1) year's accrual at the rate in force at the time of the request. Employees separating from service will be required to refund vacation used in excess of accrual at the time of separation, if any.

Non-exempt employees certified to permanent positions prior to January 1, 1973 shall be allowed to accrue a negative balance in their vacation account. Such amount shall not exceed the anticipated earnings for the immediately succeeding twelve (12) month period. The anniversary date for increase in such employee's vacation allowance shall be January 1, of the year in which the employee's benefit level is changed. Employees separating from the service will be required to refund vacation used in excess of accrual at the time of separation, if any. The Employer is authorized to withhold funds from the employee's final paycheck or deduct from the eligible Sick Leave Severance as described in Article 17, Section 17.02 to recover any outstanding liabilities.

B. *Exempt Employees.* Effective January 1, 2003, exempt employees shall be allowed to have a negative vacation balance equal to their full yearly allotment of vacation leave. For employees new to the bargaining unit the allotment shall be prorated for the year based on the date of hire. Should an employee separate from City service prior to December 31, vacation eligibility shall be based on a monthly proportion of the yearly allotment, and the employee shall be liable for any excess. In no circumstance shall any employee be eligible for payment for more than fifty (50) vacation days upon separation. Vacation benefits are described in Section 12.04. Benefits may be cumulative up to and including fifty (50) days. Benefits in excess of fifty (50) days shall not be recorded and shall be considered lost. The Employer is authorized to withhold funds from the employee's final paycheck or deduct from the eligible Sick Leave Severance as described in Article 17, Section 17.02 to recover any outstanding liabilities.

Subd. 2 Vacation Usage and Charges Against Accruals

A. *Non-Exempt Employees*. Vacation shall begin on the first working day an employee is absent from duty. When said vacation includes a holiday, the holiday will not be considered as one of the vacation days.

B. *Exempt Employees*. Vacation shall begin on the first full workday an employee is

absent from duty. When said vacation includes a holiday, the holiday will not be considered as one of the vacation days. Vacation shall be charged only for a full day absence from duty.

Section 12.06 - Vacation Pay Rates

Subd. 1. Normal

The rate of pay for vacations shall be the rate of pay employees would receive had they been working at the position to which they have been permanently certified, except as provided in Subd. 2, below.

Subd. 2. Detailed (Working Out of Class) Employees

Employees on *detail* (working out of class) for a period of less than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been permanently certified. Employees on detail for more than thirty (30) calendar days immediately prior to vacation will be paid upon the basis of the position to which they have been detailed.

Subd. 3. Retirement

Upon the contemplation of retirement, the Employer shall have the discretion to either allow an employee to schedule remaining vacation days or authorize payment for all accrued vacation. If the option of payment is selected, the Employer shall authorize payment for all accrued vacation days plus the potential vacation days the employee would have earned had they utilized their vacation. The payment of any vacation balance due upon separation at retirement shall be deposited into the employees' Post-Retirement Health Care Savings Plan, as established in Minn. Stat. 352.98 as administered by the Minnesota State Retirement System

Section 12.07 - Scheduling Vacations

Vacations are to be scheduled in advance and taken at such reasonable times as approved by the employee's department with particular regard to the needs of the Employer, seniority of employee, and, insofar as practicable, with regard to the wishes of the employee. No vacation shall be assigned by the Employer or deducted from the employee's account as disciplinary action.

ARTICLE 13
HOLIDAYS

At least one of the items in this Article identifies unique terms and conditions for exempt employees. If it is different, the section to be applied for exempt employees will be identified by a "(B)". The exempt titles are listed in Appendix A of the Agreement under the column headed "FLSA, OTC".

Section 13.01 - Holidays With Pay

Employees shall be entitled to holidays with pay in accordance with the provisions of this article.

Section 13.02 - Eligibility and Pay

Subd. 1. Eligibility

Permanent employees who are not required to work on a day recognized by this Agreement as a holiday shall be entitled to holiday pay provided such employee is in pay status on the last working day immediately before and on the next working day immediately after such holiday; provided further, an employee will be eligible to receive holiday pay if the employee takes approved unpaid budgetary leave for five consecutive working days, including the holiday, i.e. the holiday will be included in calculating the five consecutive working days.

Subd. 2. Holiday Pay and Rate

Employees eligible to receive holiday pay as outlined in this article shall be paid eight (8) hours pay calculated at their regular, straight-time, base rate of pay or, if such employee regularly works less than forty (40) hours per week, such holiday pay shall be pro-rated. Any employees required to regularly work 10-hour shifts shall be paid ten (10) hours pay calculated at their regular, straight-time, base rate of pay.

Subd. 3. Holidays During Vacation and Sick Leave

Holidays which occur within an employee's approved vacation or sick leave period shall be paid as holidays only and shall not be charged as vacations or sick leave.

Section 13.03 - Holidays Defined

The following named days shall be considered *holidays* for purposes of this article:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples Day (Columbus Day)
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

Section 13.04 - Holidays Worked

Subd. 1. Normal

A. *Non-Exempt Employees,* except for those employees within the scope of Subd. 2, below, who are eligible for holiday pay and who are compensated for overtime work at one and one-half (1½) times their hourly base rate of pay, shall be paid one and one-half (1½) times their hourly base rate of pay for each hour worked on a holiday in addition to the holiday pay for which they are entitled.

B. *Exempt Employees* who are required to work on a holiday shall be granted administrative leave at a time mutually agreed upon between involved employees and their supervisors.

When a day recognized by this Agreement as a holiday falls on a Sunday, the following Monday shall be considered to be the holiday. When a day recognized by this Agreement as a holiday falls on a Saturday, the preceding Friday shall be considered to be the holiday.

Subd. 2. Non-Exempt Employees Who Regularly Work Weekends

Notwithstanding other provisions of this article, those employees who are regularly scheduled to work on weekends and who are compensated for overtime work at one and one-half (1½) times their hourly base rate of pay shall work their regularly scheduled shift at their regular rates of pay. Such employees' regular, year-round work schedules shall take the number of holidays referenced in Section 13.03 of this article into account in determining the total number of days off per year. Such employees shall be paid at one and one-half (1½) times their regular rates of pay if required to work on any actual holiday. Holidays falling on weekends shall not be observed on Fridays and/or Mondays by such employees.

Subd. 3. Public Health Nurses

Public Health Nurses shall be paid at one and one-half (1½) times their regular rate of pay if required to work on any holiday.

Section 13.05 - Religious Holidays

Employees may observe religious holidays on days which do not fall on Sunday or on a holiday as defined in Section 13.03 above. Observance of such religious holiday shall be taken as leave without pay, except where the employee has accumulated vacation, in which case vacation benefits may, at the employee's option, be used. The Employer and the employee may agree to have the employee work an equivalent number of hours to the hours taken for such religious holiday if arrangements can be made for the employee to work another day. The employee must notify the Employer at least ten (10) calendar days in advance of the religious holiday of his/her intent to observe such holiday. The Employer may waive this ten (10) calendar day requirement if the Employer determines that absence of such employee will not substantially interfere with its operation.

ARTICLE 14
LEAVES OF ABSENCE WITHOUT PAY

Section 14.01 - Leaves of Absence Without Pay

Leaves of absence without pay may be granted to permanent employees when authorized by Minnesota State Statute or by the Employer pursuant to the provisions of this article upon written application to the employee's immediate supervisor or his/her designated representative. Except for emergency situations, leaves must be approved in writing by the Employer prior to commencement.

Section 14.02 - Leaves of Absence Governed by Minnesota State Statute

The following leaves of absence without pay may be granted as authorized by applicable Minnesota statutes:

Subd. 1. Military Leave

Employees shall be entitled to military leaves of absence without pay for duty in the regular Armed Forces of the United States, the National Guard or the Reserves. At the expiration of such leaves, such employees shall be entitled to their position or a comparable position and shall receive other benefits in accordance with applicable Minnesota statutes. (See also, Military Leaves With Pay at Article 15, Section 15.04 of this Agreement.)

Subd. 2. Appointive and Elective Office Leave

Leaves of absence without pay to serve in an appointive-unclassified City position or as a Minnesota State Legislator or full-time elective officer in a city or county of Minnesota shall be granted pursuant to applicable Minnesota statutes.

Subd. 3. Association Leave

Leaves of absence without pay to serve in an elective or appointive position in the Association shall be granted pursuant to applicable Minnesota statutes.

Subd. 4. School Conference and Activities Leave

Leaves of absence without pay of up to a total of sixteen (16) hours during a school year for the purpose of attending school conferences and classroom activities of the employee's child, provided that such conferences and classroom activities cannot be scheduled during non-work hours. When the need for the leave is foreseeable, the employee shall provide reasonable prior notice of the leave to their immediate supervisor and shall make a reasonable effort to schedule the leave so as not to disrupt the operations of the Employer. Employees may use accumulated vacation benefits or accumulated compensatory time for the duration of such leaves.

Subd. 5. Family and Medical Leaves

a. General. Pursuant to the provisions of the federal *Family and Medical Leave Act of 1993* and the regulations promulgated there under which shall govern employee rights and obligations as to family and medical leaves wherever they may conflict with the provisions of this subdivision, leaves of absence of up to twelve (12) weeks in any twelve (12) months will be granted to eligible employees who request them for the following reasons:

(i) for purposes associated with the birth or adoption of a child or the placement of a child with the employee for foster care,

(ii) when they are unable to perform the functions of their positions because of temporary sickness or disability, and/or

(iii) when they must care for their parent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, or other dependents and/or members of their households who have a serious medical condition.

iv. for any qualifying exigency arising out of the fact that the employee's spouse, registered domestic partner, son, daughter, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation as either a member of the National Guard or Military Reserves or a retired member of the regular armed forces or reserves.
Leaves of absence of up to twenty six (26) weeks in any twelve (12) months will be granted to eligible employees who request them for the following reasons:

v. for the care of a covered service member who is a current member of the Regular Armed Forces, National Guard, or Reserves who has incurred an injury or illness in the line of duty while on active duty, provided that such injury or illness renders the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. To qualify the employee must be the spouse, registered domestic partner, son, daughter, parent or next of kin of the service member.

Unless an employee elects to use accumulated paid leave benefits while on family and medical leaves (see paragraph "f", below), such leaves are without pay. The Employee's group health, dental and life insurance benefits shall, however, be continued on the same basis as if the employee had not taken the leave.

b. Eligibility - Employees are eligible for family and medical leaves if they have accumulated at least twelve (12) months employment service preceding the request for the leave and they must have worked at least one thousand forty-four (1,044) hours during the twelve (12) month period immediately preceding the leave. Eligible spouses or registered domestic partners who both work for the Employer will be granted a combined twelve (12) weeks of leave in any twelve (12) months when such leaves are for the purposes referenced in clauses (i) and (iii) above.

c. Notice Required - Employees must give thirty (30) calendar days' notice of the need for the leave if the need is foreseeable. If the need for the leave is not foreseeable, notice must be given as soon as it is practicable to do so. Employees must confirm their verbal notices for family and medical leaves in writing. Notification requirements may be waived by the Employer for good cause shown.

d. Intermittent Leave - If medically necessary due to the serious medical condition of the employee, or that of the employee's spouse, child, parent, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, or other dependents and/or members of their households who have a serious medical condition, leave may be taken on an intermittent schedule. In cases of the birth, adoption or foster placement of a child, family and medical leave may be taken intermittently only when expressly approved by the Employer.

e. Medical Certification. The Employer may require certification from an attending health care provider on a form it provides. The Employer may also request second medical opinions provided it pays the full cost required.

f. Relationship Between Leave and Accrued Paid Leave - Employees may use accrued vacation, sick leave or compensatory time while on leave. The use of such paid leave benefits will not affect the maximum allowable duration of leaves under this subdivision.

g. Reinstatement - Upon the expiration of family and medical leaves, employees will be returned to an equivalent position within their former job classification. Additional leaves of absence without pay described elsewhere in this Agreement may be granted by the Employer within its reasonable discretion, but reinstatement after any additional leave of absence without pay which may have been granted by the Employer in conjunction with family and medical leaves, is subject to the limitations set forth in Section 13.03 (*Leaves of Absence Governed by this Agreement*) of the Agreement.

Section 14.03 - Leaves of Absence Governed by this Agreement

Employees may be granted leaves of absence for reasonable periods of time provided the requests for such leaves are consistent with the provisions of this section. Employees on leave in excess of six (6) months will, at the expiration of the leave, be placed on an appropriate layoff list for their classification if no vacancies exist in their classification. Employees on leave of less than six (6) months will, at the expiration of the leave, return to their departments in positions within their classification. Leaves of absence under this section may be granted for the following purposes:

Subd. 1. Temporary illness or disability properly verified by medical authority;

Subd. 2. To serve in an unclassified City position not covered by state statute;

Subd. 3. Education that benefits the employee to seek advancement opportunities or carry out job-related duties more effectively;

Subd. 4. To serve temporarily in a position with another public employer where such employment is deemed by the Employer to be in the best interests of the City;

Subd. 5. To become a candidate in a general election for public office. A leave of absence without pay commencing thirty calendar days prior to the election is required, unless exempted by the Employer;

Subd. 6. For personal convenience not to exceed twelve (12) calendar months;

Subd. 7. A leave of absence without pay of ninety (90) calendar days per calendar year or less if approved by the Employer for the purpose of reducing the Employer's operating budget. Such employees shall be credited with seniority, vacation, group health/life insurance benefits and sick leave benefits as if they had actually worked the hours.

1. Continuous Leave. An employee may request a leave of absence for a continuous period of time of not more than ninety (90) calendar days. Such leave shall be taken in increments of not less than one week. To be eligible for the leave, the employee must request the leave no later than thirty (30) days prior to the first day of such leave. Such written request shall include the proposed starting and ending date of the leave. Once granted by the Employer, the employee must take such leave during the period

requested and may not return to work unless the Employer, in its sole discretion, agrees to rescind or cancel the leave.

2. Intermittent Leave. An employee, who has not taken or committed to a continuous budgetary leave during any calendar year, may request an intermittent unpaid leave of absence for up to ninety (90) calendar days during any calendar year. Such leave may be taken intermittently in increments of not less than one day, however, with the written approval of his/her supervisor, non-exempt employees may use intermittent budgetary leave for educational or personal reasons in increments of less than one day.

3. With Binding Commitment. Intermittent budgetary leave may be granted (subject to the business needs of the Department) if requested by the employee in writing no later than thirty (30) days prior to the commencement of the first segment of such leave. The employee shall notify the Employer at least thirty (30) days before the first day of each segment of the leave. Requests for leave made on less than thirty (30) days' notice may be granted or denied by the Employer on the same terms as a request for vacation; however, the Employer shall use its best efforts to accommodate the requests of the Employee. The written request must specify the number of days of unpaid leave to be taken by the employee.

   Once the Employer approves the request, the employee must take unpaid leave in the amount approved unless the Employer, in its sole discretion, agrees to rescind or cancel the leave. If the Employee has not exhausted his/her leave or designated the days on which he/she will be off on or before September 1, the Employer may schedule the time off at its discretion, but shall attempt to do so on days mutually agreeable to the employee.

   Employees who request budgetary leave with a "binding commitment" may request a portion of their hours actually worked be banked for use during budgetary leave using a form designated by the Employer. The Employer shall be responsible for maintaining a record of each employee's "bank". In such case, the employee shall draw upon the budgetary leave bank during the time of leave. For exempt employees, such budgetary leave must be in full-day increments. Employees may accrue a negative balance in the "bank" not to exceed ten (10) days. Such amount shall not exceed the total amount to be banked during that calendar year. Employees separating from service prior to the end of the calendar year will be required to refund any negative amount in the "bank."

ARTICLE 15
LEAVES OF ABSENCE WITH PAY

Section 15.01 - Leaves of Absence With Pay

Leaves of absence with pay may be granted to permanent employees under the provisions of this article when approved in advance by the Employer prior to the commencement of the leave.

Section 15.02 - Funeral Leave

A leave of absence with pay shall be granted in the event a permanent employee suffers a death in his/her immediate family in accordance with the following:

A leave of absence of three (3) working days shall be granted at the time of death of an employee's parent, stepparent, spouse, *registered domestic partner* within the meaning of Minneapolis *Code of Ordinances* Chapter 142, child, son -in -law, daughter - in- law, stepchild, brother, brother - in-law, sister, sister - in-law, stepbrother, stepsister, father-in-law, mother-in-law, grandparent or grandchild, or members of employees' households. For purposes of this subdivision, the terms *father-in-law* and *mother-in-law* shall be construed to include the father and mother of an employee's domestic partner.

Additional time off without pay, and/or vacation, compensatory time, or administrative leave, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances.

Section 15.03 - Jury Duty and Court Witness Leave

After due notice to the Employer, employees subpoenaed to serve as a witness or called for jury duty, shall be paid their regular compensation at their current base rate of pay for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees, so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the Employer. If an employee is excused from jury duty prior to the end of the normal work day, he/she shall return to work if reasonably practicable or make arrangements for a leave of absence without pay. For purposes of this section, such employees shall be considered to be working normal day shift hours for the duration of their Jury Duty Leave. Any absence, whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee but as a plaintiff or defendant, shall not qualify for leave under this section. Such absences shall be charged against accumulated vacation, compensatory time or be without pay.

Section 15.04 - Military Leave

Pursuant to applicable Minnesota statutes, employees who are qualified under the Statute are entitled to leaves of absence with pay during periods not to exceed fifteen (15) working days in any calendar year to fulfill service obligations.

Section 15.05 - Olympic Competition Leave

Pursuant to applicable Minnesota statutes, employees are entitled to leaves of absence with pay to engage in athletic competition as a qualified member of the United States team for athletic competition on the Olympic level, provided that the period of such paid leave will not exceed the period of the official training camp and competition combined or ninety (90) calendar days per year, whichever is less.

Section 15.06 - Bone Marrow Donor Leave

Pursuant to applicable Minnesota statutes, employees who work twenty (20) or more hours per week shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow.

At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed forty (40) hours unless agreed to by the Employer in its sole discretion.

Section 15.07 - Return from Leaves of Absence With Pay

When an employee is granted a leave of absence with pay under the provisions of this article, such employee, at the expiration of such leave, shall be restored to his/her position.

Section 15.08 - Administrative Leave - FLSA Exempt Employees

The Parties recognize that the work requirements of FLSA exempt employees may exceed, with varying degrees of frequency, the work expectations of a normal workweek. The Parties also recognize that FLSA exempt employees have the responsibility and freedom to manage their own schedules in order to balance work time. With this understanding, the Employer has promulgated an Administrative Leave Policy. It is the intent of the Parties to agree that when an exempt employee's work regularly exceeds normal work week expectations, as demonstrated by results or outputs, the employee may be granted administrative leave. Administrative leave is paid time off in increments of one day not charged to other leave.

Administrative leave of up to three consecutive days may be granted by an exempt employee's immediate supervisor. Such leave may be granted upon the supervisor's own initiative or upon the request to the supervisor from the employee. Administrative leave of up to five consecutive days may be granted by an exempt employee's department head. Such leave may be granted upon the department head's own initiative or upon the request to the department head from the supervisor or the employee. A supervisor or department head may deny administrative leave if an employee has failed to meet performance expectations. If granted, the employee's supervisor and the employee shall diligently work together to schedule administrative leave when the impact on the Employer's operations will be minimized. The Employer shall not unilaterally schedule administrative leave except in safety or operational security situations.

ARTICLE 16
SICK LEAVE

At least one of the items in this Article identifies unique terms and conditions for exempt employees. If it is different, the section to be applied for exempt employees will be identified by a "(B)". The exempt titles are listed in Appendix A of the Agreement under the column headed "FLSA, OTC".

Section 16.01 - Sick Leave

Permanent employees who regularly work half time or more hours per week shall be entitled to leaves of absence with pay, for actual, bona fide illness, temporary physical disability, or illness in the immediate family, or quarantine. Such leaves shall be granted in accordance with the provisions of this article.

Section 16.02 - Definitions

The term *illness*, where it occurs in this article, shall include bodily disease or injury or mental affliction, whether or not a precise diagnosis is available, when such disease or affliction is, in fact, disabling. Other factors defining sick leave are as follows:

Subd. 1. Ocular and Dental

Necessary ocular and dental care of the employee shall be recognized as a proper cause for granting sick leave.

Subd. 2. Chemical Dependency

Alcoholism and drug addiction shall be recognized as an illness. However, sick leave pay for treatment of such illness shall be contingent upon two conditions: 1) the employee must undergo a prescribed period of hospitalization or institutionalization, and 2) the employee, during or following the above care, must participate in a planned program of treatment and rehabilitation approved by the Employer in consultation with the Employer's health care provider.

Subd. 3. Chiropractic and Podiatrist Care

Absences during which ailments were treated by chiropractors or podiatrists shall constitute sick leave.

Subd. 4. Illness or Injury in the Immediate Family

Employees may utilize accumulated sick leave benefits for reasonable periods of time when their absence from work is made necessary by the illness or injury of their dependent child and up to three (3) days per calendar year when their absence from work is made necessary by the illness or injury of their spouse, *registered domestic partner* within the meaning of Minneapolis *Code or Ordinances* Chapter 142, parents, dependents other than their children and/or members of their household. The utilization of sick leave benefits under the provisions of this subparagraph shall be administered under the same terms as if such benefits were utilized in connection with the employee's own illness or injury. Additional time off without pay, or vacation, if available and requested in advance, shall be granted as may reasonably be required under individual demonstrated circumstances. Nothing in this subdivision limits the rights of employees under the provisions of Section 13.02, Subd. 5 (*Family and Medical Leaves*) of this Agreement.

Section 16.03 - Eligibility, Accrual and Calculation of Sick Leave

A. *Non-Exempt Employees.* If employees who regularly work half time or more per week, are absent due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave pay benefits shall be accrued by eligible employees at the rate of twelve (12) days per calendar year worked and shall be calculated on a direct proportion basis for the assignment.

B. *Exempt Employees.* If employees who regularly work more than half time, are absent for a full day due to illness, such absences shall be charged against their accumulated accrual of sick leave. Sick leave shall begin on the first full workday an employee is absent from duty due to

illness. Sick leave pay benefits shall be credited to eligible employees at the rate of one (1) day per calendar month worked.

Section 16.04 - Sick Leave *Bank* - Accrual

All earned sick leave shall be credited to the employee's sick leave *bank* for use as needed. Twelve (12) days of medically unverified sick leave may be allowed each calendar year. However, the Employer may require medical verification in cases of suspected fraudulent sick leave claims, including where the employee's use of sick leave appears systematic or patterned. Five (5) or more consecutive days of sick leave shall require an appropriate health care provider in attendance and verification of such attendance. The term *in attendance* shall include telephonically prescribed courses of treatment by a physician which are confirmed by a prescription or a written statement issued by the physician.

Section 16.05 - Interrupted Sick Leave

Permanent employees with six (6) months of continuous service who have been certified or re-certified to a permanent position shall, after layoff or disability retirement, be granted sick leave accruals consistent with the provisions of this article. Employees returning from military leave shall be entitled to sick leave accruals as provided by applicable Minnesota statutes.

Section 16.06 - Sick Leave Termination

No sick leave shall be granted an employee who is not on the active payroll or who is not available for scheduled work. Layoff of an employee on sick leave shall terminate the employee's sick leave.

Section 16.07 - Employees on Suspension

Employees who have been suspended for disciplinary purposes shall not be granted sick leave accruals or benefits for such period(s) of suspension.

Section 16.08 - Employees on Leave of Absence Without Pay

An employee who has been granted a leave of absence without pay, except a military or budgetary leave, shall not be granted sick leave accruals or benefits for such periods of leave of absence without pay.

Section 16.09 - Workers' Compensation and Sick Leave

Employees shall have the option of using available sick leave accruals, vacation accruals, or of receiving workers' compensation (if qualified under the provisions of the *Minnesota Workers' Compensation Statute*) where sickness or injury was incurred in the line of duty. If sick leave or vacation is used, payments of full salary shall include the workers' compensation to which the employees are entitled under the applicable statute, and the employees shall receipt for such compensation payments. If sick leave or vacation is used, the employees' sick leave or vacation credits shall be charged only for the number of days represented by the amount paid to them in excess of the workers' compensation payments to which they are entitled under the applicable statute. If an employee is required to reimburse the Employer for the compensation payments thus received, by reason of the employee's settlement with a third party, his/her sick leave or vacation will be reinstated

for the number of days which the reimbursement equals in terms of salary. In calculating the number of days, periods of one-half (½) day or more shall be considered as one (1) day and periods of less than one-half (½) day shall be disregarded.

Section 16.10 - Notification Required

Employees shall be required to notify their immediate supervisor as soon as possible of any occurrence within the scope of this article which prevents work. If the Employer has provided pre-work shift contact arrangements, employees shall be required to provide such notification no later than one (1) hour before the start of the work shift. If no such arrangements have been made, employees shall be required to provide such notification as soon as possible but in no event later than one-half (½) hour after the start of the shift.

ARTICLE 17
ANNUAL SICK LEAVE CREDIT PLAN & ACCRUED SICK LEAVE RETIREMENT PAY

Section 17.01 - Annual Sick Leave Credit Plan.

An employee who satisfies the eligibility requirements of this Section, shall be entitled to make an election to receive payment for sick leave accrued but unused under the terms and conditions set forth below.

(a) Eligibility. An employee who has an accumulation of sick leave of sixty (60) days or more on December 1 of each year (hereafter an "Eligible Employee") shall be eligible to make the election described below.

(b) Election. On or before December 10 of each year, the Employer shall provide to each Eligible Employee a written election form on which the Eligible Employee may elect whether he/she wants to receive cash payment for all or any portion of his/her sick leave that will be accrued during the calendar year immediately following the election (the "Accrual Year"). The employee shall deliver the election form to the Employer on or before December 31. Such election is irrevocable. Therefore, once an Eligible Employee transmits his/her election form to the Employer, the employee may not revoke the decision to receive cash payment for sick leave or change the amount of sick leave for which payment is to be made. If an Eligible Employee does not transmit an election form to the employer on or before December 31, he/she shall be considered to have directed the Employer to NOT make a cash payment for sick leave accrued during the Accrual Year.

(c) Payment. Within sixty (60) days after the end of the Accrual Year, an Eligible Employee who has elected to receive cash payment shall be paid as follows:

i. *At Least Sixty (60) Days, But Less Than Ninety (90) Days*. Payment shall be made for the amount of sick leave accrued

during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on fifty percent (50%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

ii. *At Least Ninety (90) Days, But Less Than One Hundred Twenty (120) Days.* Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on seventy-five percent (75%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

iii. *At Least One Hundred Twenty (120) Days*. Payment shall be made for the amount of sick leave accrued during the accrual year up to the amount indicated by the employee on his/her election form. The amount of the payment shall be based on one hundred percent (100%) of the employee's regular hourly rate of pay in effect on December 31 of the Accrual Year.

(d) Adjustment of Sick Leave Bank. The number of hours for which payment is made shall be deducted from the Eligible Employee's sick leave bank at the time payment is made.

(e) Deferred Compensation. Employees, at their sole option, may authorize and direct the Employer to deposit sick leave credit pay under paragraph (c) to a deferred compensation plan or other tax qualified plan administered by the Employer provided such option is exercised at the same annual time as regular changes in deferred compensation payroll deductions are normally permitted.

Section 17.02 - Accrued Sick Leave Retirement Plan.

Employees who separate from positions in the qualified service and who meet the requirements set forth in this article shall be paid in the manner and amount set forth herein.

(a) Payment for accrued but unused sick leave shall be made only to retired former employees who:

i. have separated from service; and

ii. as of the date of separation had accrued sick leave credit of no less than sixty (60) days; and

iii. as of the date of separation had:

1. no less than twenty (20) years of qualified service as computed for pension eligibility purposes, or

2. who have reached sixty years of age, or

3. who are required to separate early because of either disability or having reached mandatory retirement age.

(b) When an employee having no less than sixty (60) days of accrued sick leave dies prior to separation, he/she shall be deemed to have separated because of disability at the time of death, and payment for his/her accrued sick leave shall be paid to the designated beneficiary as provided in this Section.

(c) The amount payable to each employee qualified hereunder shall be one-half (½) the daily rate of pay for the position held by the employee on the day of separation, notwithstanding subsequent retroactive pay increases, for each day of accrued sick leave subject to a minimum of sixty (60) days.

(d) Effective April 18, 2003 and thereafter, 100% of the amount payable under this Section shall be deposited into the Health Care Savings Account (MSRS). This deposit shall occur within thirty (30) days of the date of separation.

(e) If an employee entitled to payment under this Section dies prior to receiving the full amount of such benefit, the payment shall be made to the beneficiary entitled to the proceeds of his or her Minneapolis group life insurance policy or to the employee's estate if no beneficiary is listed.

ARTICLE 18
GROUP BENEFITS

At least one of the items in this Article identifies unique terms and conditions for exempt employees. If it is different, the section to be applied for exempt employees will be identified by a "(B)". The exempt titles are listed in Appendix A of the Agreement under the column headed "FLSA, OTC".

Section 18.01 - Health Benefit Plan

Subd. 1. Enrollment and Eligibility

Upon proper application, permanent full-time employees, i.e., those who work thirty (30) or more hours per week, or.75 FTE for an exempt employee, shall be enrolled as a covered participant in one of the Employer's available medical plans and shall be provided with the coverages specified therein. Such coverage shall commence the first of the month following thirty (30) days of employment. Eligible employees may waive coverage under the Employer's available medical plans by providing written evidence satisfactory to the Employer that they are covered by health insurance or have coverage from another source at the time of open enrollment and sign a waiver of coverage under the Employer's available plans. Subsequent coverage eligibility for such employees, if desired, shall

be governed by the provisions of the contracts of insurance between the Employer and the providers of such coverage.

Subd. 2. Employer and Employee Contributions - Health Care

Health Care contributions are pursuant to the Letter of Agreement, which is attached to this Collective Bargaining Agreement.

If any other employee group, excluding elected officials, receives a greater contribution from the Employer, the employees represented by this exclusive representative will also be entitled to the same contribution from the Employer as such other group.

Subd. 3. Health Reimbursement Arrangement

1. The City will establish a Health Reimbursement Arrangement Plan "Plan".
2. The sole benefit to be provided under the Plan is reimbursement of medical care expenses for participating employees and their spouses and dependents.
3. The Plan shall be administered by the City or at the City's sole discretion, a third party administrator.
4. The Plan shall be funded through a Health Reimbursement Arrangement Trust "Trust" established by the City.
5. The rate of City contributions shall be negotiated and designated on January 1st of each year by the Benefits Sub-committee of the Citywide Labor Management Committee.
6. The City shall designate the Trustee of the Trust.
7. Trustee shall be authorized to hold and invest the assets of the Trust and to make payments on instructions from the City or at the City's discretion, a third party administrator in accordance with the conditions contained in the Plan.

Subd. 4. Participation in Negotiating Health Care Costs

The Minneapolis Board of Business Agents shall be entitled to select up to five representatives to participate with the Employer in negotiating with Health Care Benefit Plan providers regarding the terms and conditions of coverage that are consistent with the benefits conferred under the collective bargaining agreements between the Employer and the certified exclusive representatives of its employees.

Subd. 5. Part-Time Employees

Permanent part-time employees who regularly work twenty (20) or more hours per week or .5 FTE for exempt employees, may, at their option, be enrolled, along with their eligible dependents if desired, as a covered participant in one of the Employer's available medical plans. Such coverage shall commence the first of the month following thirty (30) days of employment. The Employer shall contribute one-half (½) of the calculated Employer cost as provided for in Subd. 2, above, for either single or dependent coverage, whichever is applicable, for such employees. The balance of required premiums shall be paid by the enrolled employee. In addition, higher benefits and/or premium contributions for "job sharing" employees that have been specifically authorized by the Minneapolis City Council shall be observed.

Section 18.02 - Group Life Insurance

Subd. 1. Full-Time Employees

Each permanent full-time employee, i.e., those who work thirty (30) or more hours per week, or .75 FTE for exempt employees, shall be enrolled in the Employer's group term life insurance policy and shall be provided with a death benefit of the lessor of one (1) times annual compensation as defined by the life insurance policy or fifty thousand dollars ($50,000.00). Such coverage shall commence the first of the month following thirty (30) days of employment. When employees met eligibility requirements but they are not on active status, they will be eligible to enroll upon their return to active status. The Employer shall pay the required premiums for the above amounts and shall continue to provide arrangements for employees to purchase additional amounts of life insurance.

Subd. 2. Part-Time Employees

Permanent part-time employees who regularly work twenty (20) or more hours per week, or .5 FTE for exempt employees, shall be enrolled in the Employer's group term life insurance policy and shall be provided with the coverages specified therein in the face amount of twenty-five thousand dollars ($25,000.00). Such coverage shall commence the first of the month following thirty (30) days of employment. When employees meet benefit eligibility requirements but they are not on active status, they will be eligible to enroll upon their return to active status. The Employer shall pay the required premiums for the above amounts and shall continue to provide arrangements for employees to purchase additional amounts of life insurance.

Section 18.03 - Group Dental Insurance

Subd. 1. Full-Time Employees

Each permanent full-time employee, i.e., those who work thirty (30) or more hours per week, or .75 FTE for exempt employees, shall be enrolled, along with their eligible dependents, in the Employer's group dental insurance policy and shall be provided with the coverages specified therein. Such coverage shall commence the first of the month following thirty (30) days of employment. The Employer shall pay the required premiums for the policy on a single/family *composite* basis.

Subd. 2. Part-Time Employees

Permanent part-time employees who regularly work twenty (20) or more hours per week, or .5 FTE for exempt employees, may, at their option, be enrolled, along with their eligible dependents, as a covered participant in the Employer's group dental insurance policy and shall be provided with the coverages specified therein. Such coverage shall commence the first of the month following thirty (30) days of employment. The Employer shall contribute one-half (½) of the total cost of such coverage (one a single-family composite basis) and the employee shall pay one-half (½) of the cost.

Section 18.04 - MinneFlex

Employees who have established enrollment eligibility under the provisions of Section 18.01, Subd. 1 ("Enrollment and Eligibility") or Section 18.01, Subd. 5 ("Part-Time Employees") of this article, shall be provided an opportunity to participate in the Employer's *MinneFlex* Plan - a qualified plan which

provides special tax advantages to employees under *IRS Code* Section 125. The *Plan Document* shall control all questions of eligibility, enrollment, claims and benefits.

Section 18.05 - Long Term Disability Insurance

Permanently certified full-time employees shall be enrolled in the Employer's group long term disability insurance policy and shall be provided with the coverages specified therein. Coverage shall become effective no later than the first of the month following thirty (30) days of employment, provided they are actively employed. Where the employees are not on active status, they will be eligible to enroll upon their return to active status. The Employer shall pay the required premiums for the policy.

ARTICLE 19
WORK RULES

The Employer has reserved the right to establish and modify from time-to-time, reasonable rules and regulations which are not inconsistent with the provisions of this Agreement. The Employer shall meet and confer with the Association on additions or changes to existing rules and regulations prior to their implementation.

ARTICLE 20
DISCRIMINATION PROHIBITED

In the application of this Agreement's terms and provisions, no employee shall be discriminated against in an unlawful manner as defined by applicable city, state and/or federal law or because of an employee's political affiliation. The Parties recognize *sexual harassment* as defined by city, state and/or federal regulations to be unlawful discrimination within the meaning of this article.

ARTICLE 21
SAFETY

Section 21.01 - Mutual Responsibility

It shall be the policy of the Employer to provide for the safety of its employees by providing safe working conditions, safe work areas and safe work methods. Employees shall have the responsibility to use all provided safety equipment and procedures in their daily work, shall cooperate in all safety and accident prevention programs, and shall diligently observe all safety rules promulgated by the Employer. Upon the request of either Party, but not more frequently than once each calendar month, the Association and the Employer shall meet and confer relative to health and safety matters.

Section 21.02 - Safety Shoe Expense Reimbursements

Employees who are required by the Employer to wear safety shoes as a condition of employment shall be eligible to participate in the Employer's Safety Shoe Expense Reimbursement Program. Such program shall provide up to $200.00 every two years for the purchase or repair of said shoes.

Employees shall be required to submit adequate proof of purchase or repair before reimbursements are made.

Section 21.03 - Medical Evaluations

In the event the Employer requires an employee to undergo a medical evaluation for any reason, either by the employee's personal physician or by a physician of the Employer's selection, the Employer shall pay the fee charged for such examination if such fee is not covered through the health insurance program made available to employees by the Employer and compensate the involved employee at his/her regular, straight-time rate of pay for regularly scheduled work time the employee was unable to work because of the examination.

Section 21.04 - Benefits During Workers' Compensation Absences

Employees who are unable to work due to a work-related illness or injury and who are placed on a workers' compensation leave of absence shall continue to receive medical, life and dental insurance benefits until they have either been release for work with temporary restrictions or have reached maximum medical improvement and/or permanent restrictions whichever occurs sooner. Further, they shall continue to accrue sick leave and vacation benefits as if they were actively employed during the first thirty (30) calendar days of the leave. Employees shall be compensated for all work time lost on the day a work-related injury occurs where medical treatment is necessary. Moreover, such employees shall be compensated for up to one (1) hour of work time for each fitness-for-duty examination which occurs during the employee's absence. Such compensation shall not be paid, however, where the employee is drawing workers' compensation *lost time* benefits.

Section 21.05 - Drug and Alcohol Testing

Employees may be tested for drugs and/or alcohol pursuant to the provisions of the Reasonable Suspicion Drug and Alcohol Testing LOA which is attached hereto and made a part of this Agreement as if more fully set forth herein.

ARTICLE 22
LABOR-MANAGEMENT COMMITTEE

Section 22.01 - LMC

The Association and the Employer agree to form and implement a Labor Management Committee (LMC). The LMC will consist of an equal number of representatives from both the Association and the Employer. The Association and the Employer shall appoint in writing all official representatives for the Association and the Employer, respectively. For LMC's below the level of the Citywide LMC, the Association shall appoint its representative from among the employees who work in the same unit for which the LMC exists, or the Association's Business Representative, Attorney, or an employee of the City of Minneapolis who has helpful knowledge.

The main function shall be to: confer on all matters of mutual concern including health safety and working conditions; keep both parties to this Agreement informed of changes and/or developments caused by conditions other than those covered by this Agreement; confer over potential problems in an

effort to keep such matters from becoming major in scope; and provide a forum for solving problems of the organization.

The LMC shall receive training from the Bureau of Mediation Services, as well as other labor/management training services. The training shall assist the LMC in developing and maintaining a citywide focus in developing an appropriate problem-solving climate.

The LMC shall meet regularly, but no less than once a month, develop its own agenda, and be alternately chaired by representatives of the Association and the Employer.

Section 22.02 - In-service Committee

As necessary and upon the mutual agreement of the Parties, an in-service committee shall be created. The committee shall consist of not more than four (4) Association members and not more than four (4) Employer representatives. The function of the committee shall be to develop and implement, as needed, training programs related to exempt employees and administrative leave, workload management, and/or performance management/appraisal for managers and/or supervisors of exempt employees and exempt employees.

ARTICLE 23
SUBCONTRACTING AND PRIVATIZATION

The Employer shall provide the Association with sixty (60) days written notice prior to the effective date of any subcontract or privatization agreement which may have an adverse effect on bargaining unit employees. At the request of the Association, the Parties shall meet and negotiate in an effort to minimize the adverse effects of the Employer's decision upon affected bargaining unit employees. If the department where the subcontracting or privatization is to take place has a functioning Labor Management Committee (LMC), the proposed changes in service delivery should be placed on the agenda prior to the finalization of any contract with a vendor. During the LMC meeting the Employer should share the reasons and expected outcome(s) of the change in service delivery and have a meaningful dialogue in search of viable alternatives. If the department does not have a functioning LMC, the Association will be notified and be given five (5) business days to notify management of their desire to arrange a meeting between management and the employees in the affected department. The meeting will be held as soon as reasonably possible. If MPEA does not arrange a meeting within 30 days, no further notification is required beyond the 60-day notice.

ARTICLE 24
METRO PASS or CURRENT PROGRAM

Bargaining unit employees may elect to participate in the *Metro Pass* or current program. The Employer shall contribute ten dollars ($10.00) per month for each participant.

ARTICLE 25
JOB BANK AND RELATED MATTERS

The provisions of the Letter of Agreement executed November 1, 1995 concerning the Job Bank shall continue in effect during the period of this Agreement. A copy of the Letter of Agreement is attached to this Agreement.

ARTICLE 26
RETURN TO WORK

The provisions of the Letter of Agreement entitled "Return to Work/Job Bank Program" shall continue in effect during the term of this Agreement notwithstanding any provision of the Letter of Agreement to the contrary. A copy of the Letter of Agreement is attached to this Agreement.

ARTICLE 27
COLLECTIVE BARGAINING

Section 27.01 - Entire Agreement

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. This Agreement may, however, be amended during its term by the Parties' mutual written agreement.

Section 27.02 - Separability and Savings

In the event any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be voided. All other provisions, however, shall continue in full force and effect.

ARTICLE 28
TERM OF AGREEMENT

Section 28.01 - Term of Agreement and Renewal

The provisions of this Agreement shall become effective on January 1, 2014, and shall remain in full force and effect through December 31, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than ninety (90) calendar days prior to the expiration of this Agreement that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations will begin with an initial meeting scheduled between forty-five (45) and ninety (90) days prior to the expiration of the current Agreement.

Section 28.02 - Post-Expiration Life of Agreement

This Agreement shall remain in full force and effect during the full period of negotiations for a successor Agreement and unless or until notice of termination is provided to the other Party in the matter set forth in the following section.

Section 28.03 - Termination

In the event that a successor Agreement has not been agreed upon by the expiration date set forth above, either Party may terminate this Agreement by serving written notice upon the other Party not less than ten (10) calendar days prior to the desired termination date provided the mediation provisions of the Minnesota PELRA have been met.

ARTICLE 29
WORK PLACE ENVIRONMENT

The Employer and the Association reaffirm their commitment to encourage and maintain a work environment which is hospitable to all employees, managers and supervisors. To that end, the Employer and the Association shall continue to develop and refine a formal policy that prohibits harassment and abuse in the work place by any employee, manager, or supervisor. The Employer agrees to investigate all allegations of violations to that policy. Upon a finding that a violation of the policy has occurred, the Employer shall take appropriate remedial and/or corrective action and encourage the resolution of any resulting dispute through an established *alternative dispute resolution* (ADR) system.

Additionally, in recognition of the Association and Employer's commitment to support a work environment that is hospitable to all employees, the Association and the Employer agree to support training, policies and work rules that promote and sustain a positive work environment and prohibit abuse and harassment in the work place by any employee, manager or supervisor.

SIGNATURE PAGE TO FOLLOW

SIGNATORY PAGE

NOW, THEREFORE, the Parties have caused this Agreement to be executed by their duly authorized representatives whose signatures appear below:

FOR THE CITY:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE ASSOCIATION:

_____

Tony Stone Date
President

APPROVED AS TO FORM:

_____

Assistant City Attorney Date
For the City Attorney

_____

Duane Johnson Date
Legal Counsel

CITY OF MINNEAPOLIS:

_____

Spencer Cronk Date
City Coordinator

COUNTERSIGNED:

_____

Finance Officer Date

ATTACHMENT "A"

LETTER OF AGREEMENT
Reasonable Suspicion Drug Alcohol Testing

1. **PURPOSE STATEMENT** - Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of employees of the City of Minneapolis and to the public. To reduce those risks, the City has adopted this LOA concerning drugs and alcohol in the workplace. This LOA establishes standards concerning drugs and alcohol which all employees must meet and it establishes a testing procedure to ensure that those standards are met.

   This drug and alcohol testing LOA is intended to conform to the provisions of the Minnesota *Drug and Alcohol Testing in the Workplace Act* (*Minnesota Statutes* §181.950 through 181.957), as well as the requirements of the federal *Drug-Free Workplace Act of 1988* (*Public Law* 100-690, Title V, Subtitle D) and related federal regulations. Nothing in this LOA shall be construed as a limitation upon the Employer's obligation to comply with federal law and regulations regarding drug and alcohol testing.

   The Human Resources Director is directed to develop and maintain procedures for the implementation and ongoing maintenance of this LOA and to establish training on this LOA and applicable law.

2. **WORK RULES**

   A. No employee shall be under the influence of any drug or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment, except pursuant to a legitimate medical reason or when approved by the Employer as a proper law enforcement activity.

   B. No employee shall use, possess, sell or transfer drugs, alcohol or drug paraphernalia while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery or equipment, except pursuant to a legitimate medical reason, as determined by the Medical Review Officer, or when approved by the Employer as a proper law enforcement activity.

   C. No employee, while on duty, shall engage or attempt to engage or conspire to engage in conduct which would violate any law or ordinance concerning drugs or alcohol, regardless of whether a criminal conviction results from the conduct.

   D. As a condition of employment, no employee shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace.

   E. As a condition of employment, every employee must notify the Employer of any criminal drug statute conviction no later than five (5) days after such conviction.

   F. Any employee who receives a criminal drug statute conviction, if not discharged from employment, must within thirty (30) days satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

   G. The Employer shall notify the granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.

3. **PERSONS SUBJECT TO TESTING**

Unless otherwise specified, all employees are subject to testing under applicable sections of this LOA. However, no person will be tested for drugs or alcohol under this LOA without the person's consent. The Employer can request or require an individual to undergo drug or alcohol testing **only under the circumstances described in this LOA**.

4. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING

A. **Reasonable Suspicion Testing.** The Employer may, but does not have a legal duty to, request or require an employee to undergo drug and alcohol testing if the Employer or any supervisor of the employee has a reasonable suspicion (a belief based on specific facts and rational inferences drawn from those facts) related to the performance of the job that the employee:

1. Is under the influence of drugs or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's vehicle, machinery, or equipment; or

2. Has used, possessed, sold, purchased or transferred drugs, alcohol or drug paraphernalia while the employee was working or while the employee was on the Employer's premises or operating the Employer's vehicle, machinery or equipment; or

3. Has sustained a personal injury as that term is defined in *Minnesota Statutes* §176.011, Subd. 16, or has caused another person to die or sustain a personal injury; or

4. Was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in property damage or personal injury and the Employer or investigating supervisor has a reasonable suspicion that the cause of the accident may be related to the use of drugs or alcohol.

Whenever it is possible and practical to do so, more than one Agent of the Employer shall be involved in reasonable suspicion determinations under this LOA.

B. Treatment Program Testing – The Employer may request or require an employee to submit to drug and alcohol testing if the employee is referred for chemical dependency treatment by reason of having a positive test result under this LOA or is participating in a chemical dependency treatment program under an employee benefit plan. In such case, the employee may be required to submit to drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following notification that he/she will be subjected to Treatment Program Testing.

C. Unannounced Testing by Agreement. The Employer may request or require an employee to submit to drug and alcohol testing without prior notice on terms and conditions established by a written "last-chance" agreement between the Employer and employee's collective bargaining representative.

D. Testing Pursuant to Federal Law. The Employer may request or require an employee to submit to testing as may be necessary to comply with federal law and regulations. It is the intent of this LOA that federal law preempts both state drug and alcohol testing laws and City policies and agreements. If this LOA conflicts with federal law or regulations, federal law and regulations shall prevail. If there are conflicts between federal regulations and this LOA, attributed in part to revisions to the law or changes in interpretations, and when those changes have not been updated or accurately reflected in this policy, the federal law shall prevail.

5. REFUSAL TO UNDERGO TESTING

A. **Right to Refuse** - Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test shall be given.

B. **Consequences of Refusal** - If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, the Employer may subject the employee to disciplinary action up to and including discharge from employment.

C. **Refusal on Religious Grounds** - No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo alternative drug or alcohol testing methods.

D. **Failure to Provide a Valid Sample with a Certified Result** – Includes but is not limited to: 1) failing to provide a valid sample that can be used to detect the presence of drugs and alcohol or their metabolites; 2) providing false information in connection with a test; 3) attempting to falsify test results through tampering, contamination, adulteration, or substitution; 4) failing to provide a specimen without a legitimate medical explanation; and 5) demonstrating behavior which is obstructive, uncooperative, or verbally offensive, and which results in the inability to conduct the test.

6. PROCEDURE FOR TESTING

A. **Notification Form** - Before requesting an employee to undergo drug or alcohol testing, the Employer shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of the Employer's *Drug and Alcohol Testing LOA*, and (2) indicate consent to undergo the drug and alcohol testing.

B. **Collecting the Test Sample** - The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional.

C. **Testing the Sample.** The handling and testing of the sample shall be conducted in the manner specified in Minn. Stat. §181.953 by a testing laboratory which meets, and uses methods of analysis which meet, the criteria specified in subdivisions.1, 3, and 5 of that statute.

D. **Thresholds.** The threshold of a sample to constitute a positive result alcohol, drugs, or their metabolites is contained in the standards of one of the programs listed in MN Statute §181.953, subd 1. The Employer shall, not less than annually, provide the unions with a list or *access to a list* of substances tested for under this LOA and the threshold limits for each substance. In addition, the Employer shall notify the unions of any changes to the substances being tested for and of any changes to the thresholds at least thirty (30) days prior to implementation.

E. **Positive Test Results** – In the event an employee tests positive for drug use, the employee will be provided, in writing, notice of his/her right to explain the test results. The employee may indicate any relevant circumstance, including over the counter or prescription medication taken within the last thirty (30) days, or any other information relevant to the reliability of, or explanation for, a positive test result.

7. RIGHTS OF EMPLOYEES

Within three (3) working days after receipt of the test result report from the Medical Review Officer, the Employer shall inform in writing an employee who has undergone drug or alcohol testing of:

A. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;

B. The right to request and receive from the Employer a copy of the test result report;

C. The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory;

D. The right to submit information to the Employer's Medical Review Officer within three (3) working days after notice of a positive test result to explain that result; indicate any over the counter or prescription medications that the employee is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result;

E. The right of an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the Employer not to be discharged unless the employee has been determined by a Minnesota Licensed Alcohol and Drug Counselor (LADC) or a physician trained in the diagnosis and treatment of chemical dependency to be chemically dependent and the Employer has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with a Minnesota LADC or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion;

F. The right to not be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test;

G. The right, if suspended without pay, to be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative;

H. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon, or after hire;

I. The right to review all information relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information;

J. The right to suffer no adverse personnel action if a properly requested confirmatory retest does not confirm the result of an original confirmatory test using the same drug or alcohol threshold detection levels as used in the original confirmatory test.

K. The right to suffer no adverse personnel action based solely on the fact that the employee is requested to submit to a test.

8. ACTION AFTER TEST

The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of requesting that an employee submit to a test or the existence of a positive test result from an initial screening test that has not been verified by a confirmatory test.

A. **Positive Test Result.** Where there has been a positive test result in a confirmatory test and in any confirmatory retest (if the employee requested one), the Employer will do the following unless the employee has furnished a legitimate medical reason for the positive test result:

1. **First Offense** - The employee will be referred for an evaluation by an LADC or a physician trained in the diagnosis and treatment of chemical dependency.

   a. If that evaluation determines that the employee has a chemical dependency or abuse problem, the Employer will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the Employer after consultation with an LADC or a physician trained in the diagnosis and treatment of chemical dependency.

   b. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program, as evidenced by withdrawal or discharge from the program before its completion, the Employer may impose discipline, up to and including discharge.

2. **Second Offense** - Where an employee tests positive, and the employee has previously participated in one program of treatment required by the Employer, the Employer may discharge the employee from employment.

B. **Suspensions and Transfers.**

1. **Pending Test Results From an Initial Screening Test or Confirmatory Test.** While awaiting the results from the Medical Review Officer, the employee shall be allowed to return to work unless the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public, and the conduct upon which the employee became subject to drug and alcohol testing would, independent of the of the results of the test, be grounds for discipline. In such circumstances, the Employer may temporarily suspend the tested employee with pay, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay.

2. **Pending Results of Confirmatory Retest. Confirmatory retests of the original sample are at the employee's own expense.** When an employee requests that a confirmatory retest be conducted, the Employer may place the employee on unpaid leave, place the employee on paid investigatory leave or transfer the employee to another position at the same rate of pay provided the Employer reasonably believes that restrictions on the employee's work status are necessary to protect the health or safety of the employee, other City employees, or the public. An employee placed on unpaid leave may use his/her accrued and unused vacation or compensatory time during the time of leave. An employee who has been placed on unpaid leave must be made whole if the outcome of the confirmatory retest is negative.

3. **Rights of Employee in Event of Work Restrictions.** In situations where the employee is not allowed to remain at work until the end of his/her normal work day pursuant to this paragraph B, the Employer may not prevent the employee from removing his/her personal property,

including but not limited to the employee's vehicle, from the Employer's premises. If the Employer reasonably believes that upon early dismissal from work under this paragraph the employee is about to commit a criminal offense by operating a motor vehicle while impaired by drugs or alcohol, the Employer may advise the employee that 911 will be called if the employee attempts to drive or call 911 before dismissing the employee from work so that a law enforcement officer may determine whether the employee is able to operate a motor vehicle legally. This LOA is not applicable with regard to any such determination by a law enforcement officer.

C. **Other Misconduct** - Nothing in this LOA limits the right of the Employer to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test, subject to the requirements of law, the rules of the Civil Service Commission, and the terms of any applicable collective bargaining agreement. For example, if evidence other than a positive test result indicates that an employee engaged in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the Employer's workplace, the employee may receive a warning, a written reprimand, a suspension without pay, a demotion, or a discharge from employment, depending upon the circumstances, and subject to the above requirements.

D. **Other Consequences** – Other actions may be taken pursuant to Civil Service Rules, collective bargaining agreements or laws.

E. **Treatment Program Testing –** The Employer may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the Employer for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

9. DATA PRIVACY

The purpose of collecting a body component sample is to test that sample for the presence of drugs or alcohol or their metabolites. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug or alcohol in the sample. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the employee for employment. The employee may refuse to supply the requested data; however, refusal to supply the requested data may affect the person's employment status. The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another Employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order.

10. APPEAL PROCEDURES

A. Employees may appeal discipline imposed under this LOA through the Dispute Resolution Procedure contained in the Collective Bargaining Agreement (i.e. grievance procedure) or to the Minneapolis Civil Service Commission.

B. Concerning disciplinary actions taken pursuant to this drug and alcohol testing LOA, available Civil Service Commission appeal procedures are as follows:

1) Non-Veterans on Probation: An employee who has not completed the probationary period and who is not a Veteran has no right of appeal to the Civil Service Commission.

2) Non-Veterans After Probation: An employee who has completed the probationary period and who is not a Veteran has a right to appeal to the Civil Service Commission only a suspension of over thirty (30) days, a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action.

3) Veterans: An employee who is a Veteran has a right to appeal to the Civil Service Commission a permanent demotion (including salary decreases), or a discharge, if the employee submits a notice of appeal within sixty (60) calendar days of the date of mailing by the Employer of notice of the disciplinary action, regardless of status with respect to the probationary period. An employee who is a Veteran has a right to appeal to the Civil Service Commission a suspension of over thirty (30) days if the employee submits a notice of appeal within ten (10) calendar days of the date of mailing by the Employer of notice of the disciplinary action. An employee who is a Veteran may have additional rights under the Veterans Preference Act, *Minnesota Statutes* §197.46.

C. All notices of appeal to the Civil Service Commission must be submitted in writing to the Minneapolis Civil Service Commission, 250 South 4th Street - Room #100, Minneapolis, MN 55415-1339.

D. An employee may elect to seek relief under the terms of his/her collective bargaining agreement by contacting the appropriate Union and initiating grievance procedures in lieu of taking an appeal to the Civil Service Commission.

11. **EMPLOYEE ASSISTANCE**

Drug and alcohol counseling, rehabilitation, and employee assistance are available from or through the Employer's employee assistance program provider(s) (E.A.P.).

12. **DISTRIBUTION**

Each employee engaged in the performance of any federal grant or contract shall be given a copy of this LOA.

13. **DEFINITIONS**

A. ***Confirmatory Test*** and ***Confirmatory Retest*** mean a drug or alcohol test that uses a method of analysis allowed by the Minnesota *Drug and Alcohol Testing in the Workplace Act* to be used for such purposes.

B. ***Controlled Substance*** means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statute § 152.02.

C. ***Conviction*** - means a finding of guilt (including a plea of nolo contendere (no contest)) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes.

D. ***Criminal Drug Statute*** means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

E. ***Drug*** means a controlled substance as defined in *Minnesota Statutes* §152.01, Subd. 4.

F. ***Drug and Alcohol Testing***, ***Drug or Alcohol Testing***, and ***Drug or Alcohol Test*** mean analysis of a body component sample approved according to the standards established by the Minnesota *Drug and Alcohol Testing in the Workplace Act*, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

G. ***Drug-Free Workplace*** means a site for the performance of work done in connection with any federal grant or contract at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance.

H. ***Drug Paraphernalia*** has the meaning defined in *Minnesota Statutes* §152.01, Subd. 18.

I. ***Employee*** for the purposes of this LOA means a person, independent contractor, or person working for an independent contractor who performs services for the City of Minneapolis for compensation, in whatever form, including any employee directly engaged in the performance of work pursuant to the provisions of any federal grant or contract.

J. ***Employer*** means the City of Minneapolis acting through a department head or any designee of the department head.

K. ***Federal Agency*** or ***Agency*** means any United States executive department, military department, government corporation, government controlled corporation, any other establishment in the executive branch or any independent regulatory agency.

L. ***Grant*** means an award of financial assistance - including a cooperative agreement - in the form of money, or property in lieu of money, by a federal agency directly to a grantee. The term *grant* includes block grant and entitlement grant programs. The term does not include any benefits to veterans or their families.

M. ***Grantee*** means a person who applies for or receives a grant directly from a federal agency. The place of performance of a grant is wherever activity under the grant occurs.

N. ***Individual*** means a grantee/contractor who is a natural person. This wording emphasizes that an individual differs both from an organization made up of more than one individual and from corporations, which can be regarded as a single "person" for some legal purposes.

O. ***Initial Screening Test*** means a drug or alcohol test which uses a method of analysis allowed by the Minnesota Drug and Alcohol Testing in the Workplace Act to be used for such purposes.

P. ***Legitimate Medical Reason*** means (1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of *Minnesota Statutes* §152.11, and names the employee as the person for whose use it is intended; and (2) a drug prescribed, administered and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in *Minnesota Statutes* §152.12; and (3) a drug used in accord with the terms of the prescription. Use of any over-the-counter medication in accord with the terms of the product's directions for use shall also constitute a *legitimate medical reason*.

Q. ***Medical Review Officer*** means a physician certified by a recognized certifying authority who reviews forensic testing results to determine if a legitimate medical reason exists for a laboratory result.

R. ***Positive Test Result*** means a finding of the presence of alcohol, drugs or their metabolites in the sample tested in levels at or above the threshold detection levels as published by the Employer pursuant to Section 6 D of this LOA.

S. ***Reasonable Suspicion*** means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

T. ***Under the Influence*** means having the presence of a drug or alcohol at or above the level of a positive test result.

U. ***Valid Sample with a Certified Result*** means a body component sample that may be measured for the presence or absence of drugs, alcohol or their metabolites.

NOW THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representative whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

CITY OF MINNEAPOLIS
NOTIFICATION AND CONSENT FORM FOR DRUG AND ALCOHOL TESTING (REASONABLE SUSPICION) AND DATA PRACTICES ADVISORY

I acknowledge that I have seen and read the City of Minneapolis *Drug and Alcohol Testing LOA*. I hereby consent to undergo drug and/or alcohol testing pursuant to said LOA, and I authorize the City of Minneapolis through its agents and employees to collect a sample from me for those purposes.

I understand that the procedure employed in this process will ensure the integrity of the sample and is designed to comply with medicolegal requirements.

I understand that the results of this drug and alcohol testing may be discussed with and/or made available to my employer, the City of Minneapolis. I further understand that the results of this testing may affect my employment status as described in the LOA.

The purpose of collecting a sample is to test that sample for the presence of drugs and alcohol. A sample provided for drug and alcohol testing will not be tested for any other purpose. The name, initials and social security number of the person providing the sample may be requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result will be requested by the Medical Review Officer (MRO) to ensure that the test is reliable and to determine whether there is a legitimate medical reason for any drug, alcohol, or their metabolites in the sample.

The MRO may only disclose to the City of Minneapolis test result data regarding presence or absence of drugs, alcohol, or their metabolites, in a sample tested. The City of Minneapolis or laboratory may not disclose the test result reports and other information acquired in the drug testing process to another employer or to a third party individual, governmental agency, or private organization without the written consent of the person tested, unless permitted by law or court order. Evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation, or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed as required by law, court order, or subpoena. Positive test results may not be used as evidence in a criminal action against the employee tested.

_____	_____
Name (Please Print or Type)	Social Security Number
_____	_____
Signature	Date and Time
_____	_____
Witness	Date and Time

ATTACHMENT "B"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
Job Bank and Related Matters

The above-entitled Parties are signatory to a Labor Agreement which is currently in force (the "Labor Agreement"). This Letter of Agreement outlines additional agreements reached by the Parties during the course of collective bargaining which resulted in the making of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS

The Employer has created a *Job Bank* as a component of its resources allocation (budget) process. The purpose of the Job Bank is to assist the Employer and its employees during a time of major restructuring and change caused by unyielding demands for municipal service in the face of decreasing funding. It is the Employer's intention, to the extent feasible under these circumstances, to identify employment opportunities for employees whose positions are eliminated through reassignment, retraining and out-placement support. One of the purposes of the Job Bank process is to minimize, to the extent possible, the disruption normally associated with contractual "bumping" and layoff procedures to both the Employer and affected employees.

The Job Bank process shall be administered in a manner which is consistent with the Employer's desire to treat affected employees with dignity and respect at a difficult time in their relationship and to provide as much information and assistance to them as may be reasonably possible and practical within the limited resources available.

The term "Recall List" as used in this Agreement means the list of employees who are laid off from employment with the City or removed from their position by reason of a reduction in the size of the workforce, and who retain a right to return to their prior job classification pursuant to the terms of the Labor Agreement and/or Civil Service rules.

JOB BANK PROCESS AND PROCEDURE

I. Job Bank Assignment

1. Regular (*permanently certified*) employees whose positions are eliminated shall receive formal, written notification to that effect from the appointing authority of the department to

which they are assigned. If a position is to be eliminated in any department, the employee with the least amount of seniority in the particular job class within the impacted division/department will be placed in the job bank, regardless of performance, assignment, function or other consideration. For the purposes of this section, a division is defined as an operational unit headed by a supervisory director or deputy who reports directly to a department head. If a department is of such a size as to have no distinct divisions, the department shall be treated as a division. Whether the layoff will be implemented relative to the least senior in a division or department will be determined by the terms of the Labor Agreement covering the impacted positions.

2. Such employees shall be assigned to the Job Bank. Employees whose positions have been eliminated based on the Employer's regular annual budget process, including the Mayor's proposed budget and/or the final annual City budget as passed by the City Council, or as otherwise ordered by the City Council, are entitled to a sixty (60) day tenure in the job bank. All positions eliminated based on the Mayor's proposed budget and/or the final annual City budget as passed by the City Council must be so eliminated after the Mayor's proposed budget is announced but no later than January 1, of the next budget cycle (unless the department/division intends to eliminate at a later date as part of their final annual budget for that year). Employees whose positions have been eliminated based on any mid-cycle budget or revenue reductions not controlled by the Mayor and the City Council, are entitled to a thirty (30) day tenure in the job bank, or until they are reassigned, whichever may first occur. All such employees in the Job Bank shall have extended job bank services for as long as they remain on a recall list. During such period such laid off employees shall form a pool for "restricted examination" for positions for which they may be qualified. The employee will notify the City of their interest in being considered. The Union will assist in notifying these employees of vacancies to be filled. A permit position shall be considered a "vacancy" if it is in a job classification impacted by the workforce reduction and if more than 60 days remain on the permit.

3. Permit and temporary employees whose employment is terminated are not eligible for Job Bank assignment or benefits. Certified temporary employees shall, however, be eligible for the Job Bank activities described in paragraphs 2(c) below.

II. Job Bank Activities

1. While affected employees are assigned to the Job Bank, they shall continue in their positions with no change in pay or benefits. While so assigned, however, affected employees may be required to perform duties outside of their assigned job classifications and/or they may be required to perform such duties at a different location as determined by the Employer.

2. While affected employees are assigned to the Job Bank, the Employer shall make reasonable efforts to identify vacant positions within its organization which may provide continuing employment opportunities and which may be deemed suitable for affected employees by all concerned.

a. **Lateral Transfer.** Employees may request to be transferred to a vacant position in another job classification at the same MCSC Grade level provided they meet the minimum qualifications for the position.

i. Seniority Upon Transfer. In addition to earning job classification seniority in their new title, transferred employees shall continue to accrue job classification seniority in their former title and they shall have the right to return to their former title if the position to which they have transferred is later eliminated. In the event the transfer is to a formerly held job classification, seniority in the new (formerly held) title shall run from the date upon which they were first certified to the former classification.

ii. Pay Upon Transfer. The employee's salary in the new position will be their former salary or that of the next available step in the pay progression schedule for the new title which provides for an increase in salary if no equal pay progression step exists. If the employee's salary in the former position is greater than the maximum salary applicable to the new title, the employee's salary will be *red circled* until the maximum salary for the new title meets the employees' red circled rate. Such employees shall, however, be eligible for fifty percent (50%) of the negotiated general increase occurring during the term of the Agreement. Lateral transfers shall not affect anniversary dates of employment for pay progression purposes.

iii. Probationary Periods. Employees transferring to a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed, the affected employee shall be returned to Job Bank assignment and the employee's "bumping", layoff or transfer rights under the Agreement or other applicable authority shall be restored to the same extent such rights existed prior to the employee taking the probationary position. Upon the affected employee's first such return to the Job Bank, the employee shall be entitled to remain in the Job Bank for the greater of ten (10) business days, or the duration of the applicable Job Bank period, as determined under Article I, paragraph 2, that remained as of the date the employee began in the probationary position. The rate of compensation for the remainder of the employee's time in the Job Bank will be the same as the rate in effect as of the employee's last day in the probationary position. Return to the Job Bank terminates the employee's work in the probationary assignment and, therefore, time served following the return to the Job Bank shall not be construed to count toward the completion of the probationary period.

b. **Reassignment.** The Employer reserves the right to transfer an employee in the Job Bank to a new position and/or duty location within their job classification at a time determined to be appropriate by the Employer. Such reassignments

terminate the affected employee's assignment to the Job Bank. If the Labor Agreement covering the job classification of the employee reassigned under this paragraph specifically permits a probationary period upon reassignment, the provisions of subparagraph a. iii., above, shall apply as if the reassignment had been a transfer.

c. **Recall Rights.** Employees who accept a position out of the Job Bank or who bump into a previously held position, or leave City employment on layoff shall retain recall rights to the title they held when assigned to the Job Bank in accordance with the collective bargaining agreement at the time of placement in the Job Bank.

d. **Filling Vacant Positions.** During the time the procedures outlined herein are in effect, position vacancies to be filled shall first be offered to regular employees who have a contractual right to be recalled to a position in the involved job classification or who may have a right to "bump" or transfer to the position, as the case may be. In such circumstances, the seniority provisions of the Agreement shall be observed. If no regular employee has a contractual right to the position, the following shall be given consideration in the order (priority) indicated below:

1st Priority:	Qualified Job Bank employees
2nd Priority:	Employees on a recall list
3rd Priority:	Employee applicants from a list of eligibles
4th Priority:	Displaced certified temporary employees
5th Priority:	Non-employee applicants from a list of eligibles

The qualifications of an employee in the Job Bank or on a recall list shall be reviewed to determine whether he/she meets the qualifications for a vacant position. Whether the employee can be trained for a position within a reasonable time (not to exceed three months) shall be considered when determining the qualifications of an employee. If it is determined that the employee does not meet the qualifications for a vacant position, the employee may appeal to the Director of Human Resources. If it is determined that an employee in the Job Bank is qualified for a vacant position, the employee shall be selected. The appointing authority may appeal the issue of whether the employee is qualified. The dispute shall be presented to and resolved by the Job Bank Steering Committee.

If it is determined that an employee on a recall list is qualified for a vacant position, the employee will be given priority consideration and may be selected. Appeals regarding employees on a recall list and their qualifications for a position will be handled by the Civil Service Commission.

The grievance procedure under the Labor Agreement shall not apply to determinations as to qualifications of the employee for a vacant position.

3. During their assignment to the Job Bank, affected employees will be provided an

opportunity to meet with the Employer's Placement Coordinator to discuss such matters as available employment opportunities with the Employer, skills assessments, training and/or retraining opportunities, out-placement assistance and related job transition subjects. Involvement in these activities will be at the discretion of the employee. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment, training and job search activities. Displaced certified temporary employees are eligible for the benefits described in this paragraph. These services shall be provided to the Job Bank employee at no cost to the employee.

III. Layoff, Bumping and Retirement Considerations

1. A "Primary Impact Employee" is an employee who enters the Job Bank due to the elimination of his/her position. A "Secondary Impact Employee" is an employee who enters the Job Bank because he/she may be displaced by a Primary Impact Employee. All affected employees may exercise the displacement, "bumping" and/or layoff rights immediately. A Primary Impact Employee must exercise displacement or bumping rights within forty-five (45) days of entering the Job Bank (or within twenty-two [22] days of entering the Job Bank for an employee entitled to 30-days in the Job Bank). A Primary Impact Employee who exercises his/her displacement or bumping rights within the first thirty (30) days from entering the Job Bank (within the first fifteen [15] days for an employee entitled to 30-days in the Job Bank) shall have 8 hours added to the employee's vacation bank. A Secondary Impact Employee must exercise his/her displacement or bumping rights within seven (7) calendar days of being displaced or bumped. Displacement and bumping rights shall be forfeited unless exercised by the deadlines specified in this paragraph or in the provisions of 2.a *iii*, Lateral Transfers, above. Regardless of when bumping rights are exercised, any change in the compensation of the employee resulting from the exercise of bumping rights shall not take effect until after the employee's term in the Job Bank would have expired had the employee remained in the Job Bank for the maximum period.

2. If an affected employee is unable to exercise any "bumping" rights, or forfeits their bumping rights, under the Agreement or other authority and has not been placed in another City position, the employee shall be laid off and placed on the appropriate recall list with all rights pursuant to the relevant Labor Agreement provisions, if any, and all applicable Civil Service rules. In addition, they shall be eligible for the benefits described as follows:
   (a) The level of coverage, single or family, shall continue at the level of coverage in effect for the laid off employee as of the date of layoff.
   (b) The health/dental plan that shall be continued shall be the plan in effect for the employees as of the date of layoff.
   (c) The City shall pay one hundred (100) percent of the premiums for the first six (6) months of COBRA continuance at the level of coverage and plan selected by the employee and in effect on the date of the layoff.

   The terms of this provision relating to the continuation of insurance benefits will expire on December 31, 2013. The City Council must take specific action to extend these terms

relating to the continuation of insurance benefits if the City Council wants those specific insurance benefits to apply to laid off employees after December 31, 2013.

3. If eligible, affected employees may elect retirement from active employment under the provisions of an applicable pension or retirement plan. In such event, affected employees will be eligible for any available Retirement Incentive that is agreed to by the Parties.

IV. Dispute Resolution. Disputes regarding the application or interpretation of this Agreement are subject to the grievance procedure under the Labor Agreement between the parties, except as specifically provided here. A dispute regarding the application or interpretation of this Agreement that needs to be resolved during an employee's time in the Job Bank may be submitted to the Job Bank Steering Committee. The decision of the Job Bank Steering Committee will be binding on the parties. Submission to the Job Bank Steering Committee shall not preclude the filing of a grievance on the issue. However, the decision of the Steering Committee shall be admissible in an arbitration hearing on such grievance.

The provisions of this *Letter of Agreement* associated with the Job Bank Program shall become effective upon the approval of the Employer's Council and Mayor. The Job Bank procedures outlined herein shall be observed after the negotiated termination date of the Labor Agreement between the Parties, and expire on December 31, 2016.

To the extent that there is any conflict between the terms of this *Letter of Agreement* and the Labor Agreement, the Labor Agreement shall prevail.

NOW THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representative whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

ATTACHMENT "C"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
Return to Work/Job Bank Program and Related Matters

The City of Minneapolis and the MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION (hereinafter referred to as the ***Employer*** and the ***Association***, respectively or the ***Parties***, collectively) have entered into a collective bargaining agreement (the ***Agreement***) dated **January 1, 2014 through December 31, 2016.** The Agreement covers the terms and conditions of employment of certain employees of the Employer who are represented for purposes of collective bargaining by the Association. This Letter of Agreement outlines additional agreements between the Parties which were reached during the term of the Agreement and which the Parties now desire to confirm.

GENERAL PROVISIONS OF THE RETURN TO WORK PROGRAM:

The employee's Return to Work Policy provides for the timely return to work of employees injured on the job who have temporary and/or permanent restrictions. The Return to Work Program offers services to assist employees injured on the job who have temporary and/or permanent restrictions. This program will assist active employees; it is not intended to provide services to temporary employees or sworn employees. Participation in the Return to Work Program is based on a medical release to return to work. Upon receipt of the medical release, the employer shall make every effort to provide appropriate work activity. Our goal is to assist the work injured on the job by providing appropriate work within three (3) working days of the receipt of the medical release.

If there is a question about the employee's medical release, the City's consulting physicians shall make the final determination of an employee's ability to return to work. If the employer is unable to offer appropriate work within the employee's limitations, the employer shall provide for the employer's portion of the health care benefit while the employee is in the Return to Work Program. The employer shall strive to provide appropriate work activity commensurate with the employee's medical work release.

Continuing eligibility in the Return to Work Program is based upon receipt of medical data documenting the employee's functional improvement. In addition, compliance with the Workers' Compensation Statutes, Return to Work Policy, Minneapolis Code of Ordinances §20.860, applicable rules and this Agreement is mandatory. Compliance will be monitored by the Claims Coordinator/ Return to Work Coordinator. Failure to comply with the requirements of this program may result in termination of the program. Compliance with the program will be determined by the employer.

GENERAL PROVISIONS OF THE RETURN TO WORK/JOB BANK PROGRAM:

The employer has created a Return to Work/Job Bank Program as a component of its resources allocation (budget) process. The Return to Work/Job Bank Program will share some common resources with the restructuring/economic job bank, but it will have different rights and responsibilities. The Return to Work/Job Bank Program will assist both the employer and its employees during a time of unplanned change caused by an injury on the job.

The purpose of the Return to Work/Job Bank Program is to assist the injured worker in returning to a different job within the City if they are unable to perform their original position as a result of work injury arising out of and in the course of employment for the City. It is the employer's intention, to the extent feasible under the circumstances, to identify employment opportunities for employees through reassignment, retraining and out-placement support. One of the goals of the Return to Work/Job Bank is to minimize, to the extent possible, the disruption normally associated with work-related injuries and return to work in alternative positions.

The Return to Work/Job Bank process shall be administered in a manner which is consistent with the employer's desire to treat employees with dignity and respect. The administrators will strive to provide as much information and assistance as may be reasonable possible and practical within the resources available. Our objective is to assist employees in making informed choices about their future with the City and at the same time to utilize the competency of City employees, whenever possible, in staffing vacant City positions. Mutual cooperation and participation is necessary in order to accomplish this objective.

RETURN TO WORK/JOB BANK POLICIES:

1. Injured, non-sworn, City employees who have been permanently certified or appointed and were injured on the job after June 1, 1995, and who have been assigned permanent restrictions that prevent the employee from returning to the pre-injury job, will be afforded the opportunities available in the Job Bank, Return to Work component. This policy will also cover employees injured on the job who are actively working for the City now and whose jobs are eliminated as a result of economic or restructuring decisions.

2. The services and benefits of the Job Bank will apply to employees injured on the job as long as the employee complies with the Workers' Compensation Statutes, Return to Work Policy, Minneapolis Code of Ordinances §20.860, applicable rules and this Agreement. Employee compliance will be determined by the City. These services and benefits include:

    a) 120-day tenure
    b) Job interviews/Placement opportunities
    c) Skills assessment
    d) Training opportunities
    e) Job-seeking classes
    f) Health insurance continuation, if separated from employment, as provided for in the Minneapolis Code of Ordinances, §20.900.

3. The Workers' Compensation fund will pay for the salaries of those injured employees while in the Job Bank.

4. The department that the employee came from has the primary responsibility for finding temporary employment for the employee while they are in the Job Bank. The Return to Work Coordinator/Claims Coordinator and Qualified Rehabilitation Consultant will aid in determining alternate employment if the original department is unable to identify temporary work.

5. If the injured worker has not been placed after one hundred twenty (120) calendar days, they will be separated from City service.

6. Failure to participate in a diligent job search or to comply with requirements of Workers' Compensation Law during participation in the Return to Work or Job Bank programs may result in termination of Job Bank services and benefits.

7. An employee has no further tenure in the Job Bank Program after a formal job offer has been made.

8. An employee is entitled to use the Return to Work/Job Bank Program once.

9. Compliance with the Workers' Compensation Statutes, Return to Work Policy, Minneapolis Code of Ordinances §20.8610, applicable rules and this Agreement will be monitored by the Claims Coordinator/Return to Work Coordinator. An employee's participation in this Program shall be terminated upon recommendation of the City.

10. There will be no exception to this Agreement without the approval of the Oversight Committee.

RETURN TO WORK/JOB BANK PROCESSES:

Job Assignment

1. Injured, non-sworn, City employees who have been permanently certified or appointed and were injured on the job after June 1, 1995 and who have been assigned permanent restrictions that prevent the employee from returning to their pre-injury job, will be afforded the opportunities available in the Return to Work/Job Bank Program. This policy will also cover injured employees who are actively working now for the City and whose jobs are eliminated as a result of economic or restructuring decisions.

2. Such employees shall be assigned to the Job Bank for the ensuing one hundred twenty (120) calendar days or until they obtain a different job, as long as they comply with the Workers' Compensation Act, relevant rules, this Agreement, the Return to Work Policy and Minneapolis Code of Ordinances §20.860.

3. Permit-temporary employees and certified-temporary employees are not eligible for Return to Work/Job Bank services.

RETURN TO WORK/JOB BANK ACTIVITIES:

1. When injured employees are assigned to the Job Bank, they shall continue in temporary assigned positions with pre-injury salary and benefits. While so assigned, however, injured employees may be required to perform duties outside of their assigned job classifications and/or they may be required to perform such duties in a different location, as determined by the Employer.

2. While injured employees are assigned to the Job Bank, the Employer and Employee shall make reasonable efforts to identify vacant positions within the Employer's organization which may provide continuing employment opportunities.

    a. **Lateral Transfer.** Employees may request to be transferred to a vacant position in another job classification at the same MCSC grade level provided they meet the minimum qualifications for the position.

        i. Seniority Upon Transfer. In addition to earning job classification seniority in their new title, transferred employees shall continue to accrue job classification seniority in their former title and they shall have the right to return to their former title if the position to which they have transferred is later eliminated as long as the job requirements are consistent with the employee's permanent restrictions. In the event the transfer is to a formerly held job classification, seniority in the new (formerly held) title shall run from the date upon which they were first certified to the former classification.

        ii. Pay Upon Transfer. The employee's salary in the new position will be supplemented, if necessary, to comply with the Worker's Compensation Statutes. Lateral transfers shall not affect anniversary dates of employment for pay progression purposes.

        iii. Probationary Periods. Employees transferring to a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed (either because the involved supervisor has concluded that the employee's performance in the new position is not satisfactory or because the employee is not satisfied with the position), the injured worker shall be returned to a Job Bank assignment for the remaining duration of the one hundred twenty (120) calendar day Job Bank period (or a minimum of thirty (30) calendar days, whichever is greater).

    b. **Reassignment.** In accordance with the provisions of the Agreement or other applicable authority the injured worker may be transferred to a new position and/or duty location within their job classification at a time determined to be appropriate by the City. Such transfers terminate the injured employee's assignment to the Job Bank.

    c. **Filling Vacant Positions.** During the time the procedures outlined herein are in effect, position vacancies will be filled based on the employee's qualifications. During their assignment to Job Bank, the injured worker will be provided an opportunity to meet with a

City Placement Coordinator to discuss such matters as available employment opportunities with the City, skills assessments, training and/or retraining opportunities, out placement assistance and related job transition subjects. Further, affected employees will be granted reasonable time off with pay for the purpose of attending approved skills assessment training and job search activities.

SEPARATION AND RETIREMENT CONSIDERATIONS:

Where, upon the expiration of an injured employees' one hundred twenty (120) calendar day assignment to the Job Bank, no available or suitable position has been found, the injured employee will be separated from City services.

If eligible, injured employees may elect retirement from active employment under the provisions of applicable pension or retirement plans.

The provisions of this *Letter of Agreement* shall become effective upon the approval of the City's governing body and publication of related ordinances in *Finance & Commerce*. The Return to Work/Job Bank procedures outlined herein shall not be observed after the negotiated termination date of the collective bargaining agreement between the Parties.

NOW THEREFORE, the Parties have caused this *Letter of Agreement* to be executed by their duly authorized representative whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

ATTACHMENT "D"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
Uniforms: Fire Inspection Services

THIS AGREEMENT, by and between the City of Minneapolis (hereinafter the "City") and Minneapolis Professional Employees Association (hereinafter the "Association"), is made pursuant to the City's and the Association's agreement regarding the issues set forth below.

WHEREAS the City and the Association have agreed that the members of the Association who are in the classifications of Fire Protection Specialist Inspector and Fire Plan Examiner are required to wear particular uniforms, insignia and equipment;

NOW THEREFORE THE CITY AND THE ASSOCIATION AGREE:

Effective upon execution of this agreement, employees are eligible for the following annual allocation:

Fire Protection Specialist Inspector	$750
Fire Plan Examiner	$750

Newly hired employees shall be allocated up to three (3) times the annual clothing and equipment allocation in effect at the commencement of the new employees' employment. The initial allocation shall be in lieu of the annual clothing allocation. Employees shall not be entitled to the annual clothing allocation until after the third anniversary of their employment. An employee shall be entitled to the prorated portion of the annual clothing allocation for the calendar year in which his/her third anniversary occurs. If the employee leaves the department, he/she is required to turn in all serviceable uniforms and equipment for the department to re-use.

The employee shall obtain uniform and equipment items from a City-approved vendor and turn in all packing lists/proof of delivery from the transaction to the department's designee. The City will then pay the vendor for the items purchased using a City-generated purchase order.

The employer shall maintain a Uniform committee consisting of supervisory and non-supervisory employees, The purpose of this Committee is to make recommendations to management regarding an acceptable list of uniforms and equipment which much be obtained in order to commence and maintain employment with the Department.

THE CITY AND THE ASSOCIATION agree that this Letter of Agreement is effective upon the signature of their authorized representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

ATTACHMENT "E"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
Creation of Business Information Services (BIS) Labor Management Committee

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Professional Employees Association (hereinafter "Association") (the Employer and Association are hereinafter jointly referred to as the "Parties") have made and entered into a labor agreement by and between the parties, effective January 1, 2014 (hereinafter "Agreement"); and

WHEREAS, the Employer's Department of Business Information Services (BIS) is responsible for providing technology services to the Employer; and

WHEREAS, the professional employees working in BIS are represented by the Association and work under the terms, conditions, and provisions of the Agreement; and

WHEREAS, the Parties acknowledge and agree that the job duties required of BIS professional employees require a high degree of technical skills; and

WHEREAS, the technology services that BIS provides to the Employer frequently change, requiring BIS professional employees to possess additional technical skills as time goes on; and

WHEREAS, the Parties desire to form a labor management committee to promote information exchange relative to emerging issues and professional needs of BIS, as well as proactive problem-solving and growth opportunities;

NOW, THEREFORE, IT IS HEREBY AGREED, that

1. There is hereby formed a labor management committee in the Department of Business Information Services, hereafter to be known as the BIS Labor Management Committee (the "BIS LMC").
2. The BIS LMC shall consist of not less than two management representatives and two representatives selected by the Association.
3. The BIS LMC shall meet not less than once each month for the purposes described above.
4. BIS management and labor representatives shall meet in good faith and with candor, and management representatives shall be as knowledgeable as possible with respect to changes being contemplated.

5. The Parties acknowledge and agree that the primary purposes of the BIS LMC is to promote an informed workforce in a cooperative and collaborative environment that effectively serves the needs of the Employer and the employees.
6. The BIS LMC may discuss and make recommendations about any other matters of mutual interest.
7. The Parties acknowledge and agree, however, that the BIS LMC shall have no authority to negotiate terms or conditions of employment, or any other matters that fall within the purview of the Collective Bargaining Agreement.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

ATTACHMENT "F"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
2014 Health Care Insurance

WHEREAS, the City of Minneapolis (hereinafter "Employer") and Minneapolis Professional Employees Association (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current Collective Bargaining Agreement as it relates to the funding of Health Care beginning January 1, 2014 and

NOW, THEREFORE BE IT RESOLVED, that the parties agree as follows for the period January 1, 2014 through December 31, 2014:

1. The City will offer a medical plan through Medica Insurance Company ("Medica"). Employees can elect to enroll in one of three provider networks. Medica Elect and Medica Essential are managed care models and Medica Choice is an open access model.

2. Medica will continue a dual medical premium system that provides incentives for wellness program participation. The monthly medical premiums for subscribers who complete 2013 wellness program points by August 31, 2013 (the "wellness premiums") will be lower than the premiums for subscribers who do not complete 300 wellness program points by August 31, 2013 (the "standard premiums"). The 2013 wellness program requirements are described the *New and Improved! My Health Rewards by Medica* ^{SM} brochure which is attached hereto and incorporated herein as Appendix A.

   The "wellness premium" will also apply to all newly enrolled employees who were benefit eligible after July 1, 2013.

3. For the period January 1, 2014 through December 31, 2014, the City will pay $507.06 per month for employees who elect single coverage under the medical plan.

4. For the period January 1, 2014 through December 31, 2014, the City will pay $1,369.07 per month for employees who elect family coverage under the medical plan.

5. The City will continue the Health Reimbursement Arrangement ("the Plan") which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the Plan is funded.

6. The Plan shall be administered by the City or, at the City's discretion, a third party administrator.

7. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third party administrator in accordance with the conditions contained in the Plan. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet not less than annually to review the assets and investment options for the Trust.

8. The City shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from service will be charged an administration fee of $1.50 per month beginning the January 1st of the calendar year following the year in which they experience a one year break in service.

9. The City will make a contribution to the Plan in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in monthly installments equal to one-twelfth (1/12) of the designated amount and shall be considered to be contract value in the designated amount.

   No later than December 1, 2014, the City shall make an additional, one-time lump sum contributions to the Plan in the amount of $200.00 for any employee who is enrolled in the medical plan as of January 1, 2014 and who completes certain additional 2014 wellness program activities by August 31, 2014. Additional lump sum contributions to the Plan will be based on the following:

   - For an employee who, as of August 31, 2014, has single coverage or has family coverage and has enrolled children only, and not a spouse, the employee must earn more than 300 points under the 2014 wellness program.
   - For an employee who, as of August 31, 2014, has family coverage and has enrolled a spouse, the employee's spouse must complete a personal health profile.

   In the event of a forfeiture required pursuant to Section 5.5(b) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited will be divided evenly among the Plan accounts of members of the bargaining unit to which the deceased member last belonged. The amount to be forfeited will be calculated as of the date claims for reimbursement are no longer timely pursuant to terms of the Plan. For purposes of eligibility to receive such forfeited amount, bargaining unit membership will be determined on the date such forfeiture is distributed.

10. Future employee contributions for medical plan and/or Plan contributions will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent a subsequent agreement, the City shall bear 82.5% of any generalized medical premium rate increase and the employees shall bear 17.5% of any generalized medical premium rate increase, as determined by Medica.

11. The Parties agree that, except for City contributions to the Plan or other negotiated payments to a tax-qualified health savings account, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or his/her health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.

12. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.

13. This agreement does not provide the unions with veto power over the City's decisions.

14. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.

15. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below:

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
Amending 2012-2013 and 2014 Health Care Insurance

WHEREAS, the City of Minneapolis (hereinafter "Employer") and Minneapolis Professional Employees Association (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties previously entered into Letters of Agreement for the purposed of providing quality health care at an affordable cost for the protection of employees for the period from January 1, 2012 through December 31, 2013 (the "2012 - 2013 Health LOA" and for the period January 1, 2014 through December 31, 2014 (the "2014 Health LOA");

WHEREAS, the Employer and the Union have agreed to amend the 2012 - 2013 Health LOA and the 2014 Health LOA to ensure that the City of Minneapolis Health Reimbursement Arrangement (the "Plan") complies with certain provisions of the Patient Protection and Affordable Care Act.

NOW, THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. The second paragraph of Section 9 of the 2012 - 2013 Health LOA shall be amended to read as follows

   In the event of a forfeiture required pursuant to 5.8 (a) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited shall be allocated to reduce future claims administration and Plan administrative expenses paid by the Employer.

2. The third and final paragraph of Section 9 of the 2014 Health LOA shall be amended to read as follows

   In the event of a forfeiture required pursuant to 5.8 (a) of the Plan, following the death of a member who has no surviving spouse or qualified dependents, the amount forfeited shall be allocated to reduce future claims administration and Plan administrative expenses paid by the Employer.

FOR THE CITY OF MINNEAPOLIS:

Timothy O. Giles — Date
Director, Employee Services

FOR THE UNION:

Tony Stone — Date
President, MPEA

Duane Johnson — Date
Labor Counsel, MPEA

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
2015 Health Care Insurance

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Professional Employees Association (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Parties desire to provide quality health care at an affordable cost for the protection of employees, which requires a modification to the current Collective Bargaining Agreement as it relates to the funding of Health Care beginning January 1, 2015 and

NOW, THEREFORE BE IT RESOLVED that the parties agree as follows for the period January 1, 2015 through December 31, 2015:

1. The City will offer a medical plan through Medica Insurance Company ("Medica"). Employees can elect to enroll in one of three provider networks. Medica Elect and Medica Essential are managed care models and Medica Choice is an open access model.

2. Medica will continue a dual medical premium system that provides incentives for wellness program participation. The monthly medical premiums for subscribers who complete 300 wellness program points by August 31, 2014 (the "wellness premiums") will be lower than the premiums for subscribers who do not complete 300 wellness program points by August 31, 2014 (the "standard premiums"). The monthly premiums for each plan will be at set forth in Appendix A. The 2014 wellness program requirements are described the *My Health Rewards by Medica* brochure which is attached hereto and incorporated herein.

   The "wellness premium" will also apply to all employees who are newly enrolled in the medical plan on and after August 1, 2014.

3. For the period January 1, 2015 through December 31, 2015, the City will pay $492.00 per month for employees who elect single coverage under the medical plan.

4. For the period January 1, 2015 through December 31, 2015, the City will pay $1,328.00 per month for employees who elect family coverage under the medical plan.

5. The City will continue the Health Reimbursement Arrangement ("the Plan") which was established January 1, 2004 to provide reimbursement of eligible health expenses for participating employees, their spouse and other eligible dependents; and the Voluntary Employees' Beneficiary Association Trust (the "Trust") through which the Plan is funded.

6. The Plan shall be administered by the City or, at the City's discretion, a third party administrator.

7. The City shall designate a Trustee for the Trust. Such Trustee shall be authorized to hold and invest assets of the Trust and to make payments on instructions from the City or, at the City's discretion, from a third party administrator in accordance with the conditions contained in the Plan. Representatives of the City and up to three representatives selected by the Minneapolis Board of Business Agents shall constitute the VEBA Investment Committee which shall meet not less than annually to review the assets and investment options for the Trust.

8. The City shall pay administration fees for Plan members who are current employees and other expenses pursuant to the terms of the Plan. Plan members who have separated from service will be charged an administration fee of $1.50 per month beginning the January 1st of the calendar year following the year in which they experience a one year break in service.

9. The City will make a contribution to the Plan in the annual amount of $1,080.00 for employees who elect single coverage and $2,280.00 for employees who elect family coverage in the City of Minneapolis Medical Plan. Such City contribution shall be made in semi-monthly installments equal to one-twenty fourth (1/24) of the designated amount and shall be considered to be contract value in the designated amount.

10. Future employee contributions for medical plan and/or Plan contributions will be determined by the Benefits Sub-committee of the Citywide Labor Management Committee; however, absent a subsequent agreement, the City shall bear 82.5% of any generalized medical premium rate increase and the employees shall bear 17.5% of any generalized medical premium rate increase, as determined by Medica.

11. The Parties agree that, except for City contributions to the Plan or other negotiated payments to a tax-qualified health savings account, incentives, discounts or special payments provided to medical plan members that are not made to reimburse the member or his/her health care provider for health care services covered under the medical plan (e.g. incentives to use health club memberships or take health risk assessments) are not benefits for the purposes of calculating aggregate value of benefits pursuant to Minn. Stat. § 471.6161, Subd. 5.

12. The unions shall continue to be involved with the selection of and negotiations with the medical plan carrier.

13. This agreement does not provide the unions with veto power over the City's decisions.

14. This agreement does not negate the City's obligation to negotiate with the unions as described by Minn. Stat. § 471.6161, Subd. 5.

15. The terms of this agreement shall be incorporated into the Collective Bargaining Agreement as appropriate without additional negotiations.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

ATTACHMENT "G"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
Forensic Scientists Issues Panel

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Professional Employees Association (hereinafter "Association") (the Employer and Association are hereinafter jointly referred to as the "Parties") have made and entered into a labor agreement by and between the parties, effective January 1, 2014 (hereinafter "Agreement"); and

WHEREAS, the Association is the exclusive certified collective bargaining representative for the job classifications of Forensic Scientist and Senior Forensic Scientist (hereinafter jointly referred to as "Forensic Scientists"); and

WHEREAS, the Parties acknowledge that there are pending unresolved issues pertaining to the Forensic Scientists; and

WHEREAS, the Parties now desire to work to resolve those issues; and

WHEREAS, the Parties believe that the best manner in which to better identify and resolve the issues is through the formation of a working panel consisting of representatives of both Parties; and

WHEREAS, the Parties now desire to form a such a working panel;

NOW, THEREFORE, IT IS HEREBY AGREED, that

1. There is hereby formed a panel, hereafter to be known as the Forensic Scientists Issues Panel (hereinafter the "Panel").
2. The Panel shall consist of three representatives of the Employer and three representatives of the Association.
3. If the representatives of the Parties mutually agree, terms and conditions of employment may be negotiated, provided that any tentative agreement reached between the Panel representatives with respect to new terms and conditions of employment will be subject to the ratification procedures of the respective Parties before being finalized in the Agreement.
4. The Parties' Panel representatives shall meet in good faith and with candor and shall be as knowledgeable as possible with respect to issues being discussed.
5. The Parties acknowledge and agree that the primary purpose of the Panel is to work towards the resolution of outstanding issues affecting Forensic Scientists.

6. The Parties also agree that, in the future, when it becomes clear that any pending issues pertaining to terms and conditions of employment have either been resolved or withdrawn, then the Panel shall be dissolved through an action of the Panel and, thereafter, the Parties may elect to establish a labor management committee pursuant to the provisions of Article 21 in the Agreement.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

ATTACHMENT "H"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
Experimental Program Review Committee

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Professional Employees Association (hereinafter "Association") (the Employer and Association are hereinafter jointly referred to as the "Parties") have made and entered into a labor agreement by and between the parties, effective January 1, 2014 (hereinafter "Agreement"); and

WHEREAS, the Parties acknowledge that, from time to time, a need may arise to propose experimental or pilot programs to address Association or Employer concerns or interests; and

WHEREAS, the Parties desire to create an experimental program review committee to review proposed experimental or pilot programs that, if implemented, may require modifications to the terms and conditions of employment contained in the Agreement:

NOW, THEREFORE, IT IS HEREBY AGREED, that

1. There is hereby formed the Experimental Program Review Committee (hereinafter the "EPRC").
2. The Employer and the Association shall appoint four (4) representatives to the EPRC, with the Employer appointing two (2) representatives and the Association appointing two (2) representatives.
3. The EPRC shall develop its own procedural rules.
4. Either the Employer or the Association may submit a proposal of an experimental or pilot program to the EPRC.
5. The EPRC shall develop criteria for evaluating each proposal.
6. The EPRC shall review a proposal for (a) merit and (b) the impact the Agreement may have on the ability to implement the proposal.
7. The EPRC shall make recommendations to the Employer and the Association, including, if warranted, those terms and conditions that, it believes, need to be modified and propose language that will accomplish the modification.
8. The EPRC shall not have any authority to modify existing terms and conditions of employment contained in the Agreement, nor shall it have any authority to authorize program implementation.
9. The Parties shall make all decisions relative to any modifications to existing terms and conditions of employment contained in the Agreement.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized

representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

ATTACHMENT "I"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
Forensic Scientists – Police Department Labor Management Committee To Develop Procedures Regarding Clothing and Equipment

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Professional Employees Association (hereinafter "Association") (the Employer and Association are hereinafter jointly referred to as the "Parties") have made and entered into a labor agreement, effective January 1, 2014 (hereinafter "Labor Agreement"); and

WHEREAS, the Association is the exclusive certified collective bargaining representative for the job classifications of Forensic Scientist and Senior Forensic Scientist (hereinafter jointly referred to as "Forensic Scientists"); and

WHEREAS, Forensic Scientists are employed within the Minneapolis Police Department (the "Police Department"), a department of the Employer; and

WHEREAS, during negotiations of the Labor Agreement by the Parties an issue was brought to the negotiation table by the Association regarding the reimbursement of clothing and equipment for Forensic Scientists that may be required in the performance of their job-related duties; and

WHEREAS, the Parties now desire to resolve that issue by entering into this Letter of Agreement:

NOW, THEREFORE, IT IS HEREBY AGREED, that

1. The Employer shall convene the Police Department's Labor Management Committee (the "LMC") to develop procedures to assure Forensic Scientists have the required clothing and equipment to perform their job-related duties.
2. Any understanding reached between labor and management through the LMC with respect to management's agreement to provide clothing and equipment to the Forensic Scientists and/or funding therefore shall be made the subject of a letter of agreement by and between the Employer and the Association, the substantive elements of which will be included in the next labor agreement.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

ATTACHMENT "J"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
Temporary Periods of Unanticipated Reductions in Revenue - Use of Furloughs

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Professional Employees Association (hereinafter "Association") (the Employer and Association are hereinafter jointly referred to as the "Parties") have made and entered into a labor agreement, effective January 1, 2014 (hereinafter "Labor Agreement"); and

WHEREAS, during negotiations the Parties reached agreement on the Employer's use of furloughs; and

WHEREAS, this Letter of Agreement states the terms and conditions of that agreement:

NOW, THEREFORE, IT IS HEREBY AGREED, that

In the event a department/division experiences revenue reductions that are not controlled by the City Council and Mayor after the Mayor and the City Council have adopted a balanced budget, the Employer may furlough employees due to lack of funds only under the following terms and conditions:

1. The Employer, upon identifying revenue reductions as aforesaid, shall at least two weeks prior to the implementation of any furloughs provide notice to the Association with a written report detailing:

   (a) the department(s) affected and the financial impact on the department(s),
   (b) the reason for the shortfall,
   (c) an estimate of the number of furlough days to address the shortfall and the portion of the days associated with the Association, and
   (d) the positions projected to be furloughed.

   For each department that will impose furloughs, the Department Head shall meet and confer with the Association and the affected employees within the department to present the information above, and to describe other responses to the shortfall that have been considered and any other steps being taken to address the shortfall,

2. All permits or other temporary employees paid through the affected revenue source must be terminated prior to the implementation of furloughs when practicable.

3. In the event an affected work unit or employees cannot be temporarily reassigned to other cost centers, and the reduction of funds does not extend into the next budget year, the department head will direct management to solicit and approve commitments to take budgetary leave, in full or half day increments.

4. Furlough days will be designated around holidays and weekends when practicable.

5. The number of days needed through furlough will be reduced by the value of the number of days received through budgetary leave solicitation.

6. Any employee who volunteers for budgetary leave which occurs before or after the decision to furlough is made will have any required furlough time reduced by the number of budgetary hours already taken or committed.

7. The department head will notify the employee(s) and the Association of an impending furlough not less than two pay periods prior to its implementation.

8. Unless voluntary, unpaid time off shall not be more than ten (10) days per calendar year and not more than one (1) day per pay period. However, the Employer may request, based upon the information provided in #2 above, that the Association increase this maximum number of furlough days to fifteen (15) per calendar year and/or two (2) days per pay period. The Association shall have no more than two weeks to respond to such a request. If the Association does not respond within the two-week period, then the Employer's request shall be deemed to be approved.

9. Consultants, permits, or other temporary employees will not be assigned the work of furloughed employees.

10. All furlough days taken as aforesaid shall be treated as if the employee is on Budgetary Leave. Further, for all furlough and budgetary leave days taken under this LOA, if an employee makes the employee's contribution to his/her pension plan, then the Employer shall make the Employer's contribution to the plan.

11. The department head will exercise his/her best efforts to assure that all department employees are proportionately impacted.

12. This agreement is not effective until the City Council passes and the Mayor signs an ordinance authorizing the imposition of unpaid furloughs on non-represented and appointed City employees, excluding charter department heads, of not more than twenty (20) days per calendar year and not more than two (2) days per pay period. Further, this agreement is not effective until labor agreements between the Employer and the AFSCME General Unit, Supervisors Association, and one other union containing provisions for involuntary furloughs are effective.

13. If the Employer reaches any other furlough agreements with any other union, then the Association has the right to evaluate and determine whether to accept said agreement in lieu of the above.

14. This agreement is null and void if no other bargaining unit agrees to mandatory furloughs.

15. This agreement will sunset on December 31, 2016.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

ATTACHMENT "K"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
BIS Classification Title Changes and Reductions in Force

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Professional Employees Association (hereinafter "Association") (collectively the "Parties") have entered into a collective bargaining agreement for the period January 1, 2014 through December 31, 2016 (hereinafter the "Labor Agreement"); and

WHEREAS, the Labor Agreement stipulates to certain terms and conditions of employment related to displacement and bumping rights in the event of a reduction in force, and wages; and

WHEREAS, the Parties have mutually agreed to a procedure they wish to use in the instance of a reduction in force and the mitigation of the impact on employees in the new job classification titles; and

NOW, THEREFORE, the Parties agree to the following:

1. The provisions of this Letter of Agreement apply only to those BIS employees who have previously held a Systems Integrator title.
2. The job classification titles affected by the revised procedures are:

Proposed Job Series/Titles: Current Job Series/Titles	**Systems Integrator II** (Class.Gr. 7)	**Systems Integrator III** (Class.Gr. 8)	**Systems Integrator IV** (Class.Gr. 9)	**Systems Integrator V** (Class.Gr. 10)	**Systems Integrator VI** (Class.Gr. 11)	**Systems Integrator VII** (Class. Gr. 12)
Applications Support		Applications Programmer	Applications Programmer/ Analyst	Applications Analyst	Senior Applications Analyst	
Business Analyst	Business Analyst I	Business Analyst II	Business Analyst III			
Data Base (DB) Admin.					Data Base Engineer	
GIS Analyst	GIS Technician	GIS Specialist I	GIS Specialist II	GIS Analyst	Senior GIS Analyst	
Quality Assurance		QA Specialist	Senior QA Specialist	QA Analyst	Senior QA Analyst (2)	
Software Engineer				Software Engineer I	Software Engineer II	Software Engineer III
Systems Engineer					Systems Engineer II	
Telecom Analyst	Telecom Analyst I	Telecom Analyst II	Network Infrastructure Analyst & Tele-com Analyst III		Senior Telecom Analyst	

3. From time to time there may be additional job classification titles added to the scheme above. In the event of additional job classification titles, the Reduction in Force Procedures identified below shall also apply to the additional titles.

4. The related job series referred to in the Collective Bargaining Agreement, Article 9, Section 9.01, Subd. 3 are: Applications Support, Business Analyst, Data Base Administration, GIS Analyst, Quality Assurance, Software Engineer, Systems Engineer, and Telecom Analyst.

5. In the event of a reduction in force, Article 9, Section 9.01, Subd. 2 shall be followed for the purpose of identifying the employee within the job classification to be laid off (displacement).

6. Displaced employees shall be allowed to "bump" down in grade within the job series.

7. A displaced employee shall be allowed to "bump" across job series into a vacant position or to bump an incumbent employee with less City seniority if the displaced employee is found to be equally or more qualified through a job skills assessment.

8. The Employer and Association shall attempt to jointly determine the displaced employee's skill level to "bump" a less senior employee at a lower grade level without regard to job classification title.

9. If the Employer and Association agree the employee possesses the requisite skills to perform the duties of a lower level job classification title or can attain proficiency in the requisite skills within six (6) months and the position has an incumbent with less City seniority, the incumbent shall be "bumped" from his/her position.

10. The above process shall reiterate for the "bumped" employee.

11. In the event the Employer and Association are unable to agree as to the affected employee's skill level and/or the training time needed for the employee to reach proficiency in the requisite skills, the employee shall be referred to a third party neutral for an assessment of the employee's skills. The Employer and Association shall equally share in the cost for the skills assessment.

12. If the third party determines the employee has the requisite skills for a job classification or can attain proficiency in the requisite skills for the job classification within six (6) months, and the identified position has an incumbent with less City seniority, the incumbent shall be "bumped".

13. The above process shall reiterate for the "bumped" employee until the least senior employee(s) are identified for reduction in force.

14. The Parties shall identify the third party neutral(s) to be used in the process as soon as reasonably possible, and, in any event, shall use best efforts to identify the third party neutral(s) not later than November 1, 2005.

15. In the future, either the Employer or the Association may request the selection of a new third party neutral. In the event of such a request, the Parties shall endeavor to select a new third party

neutral.

16. Probationary Periods: Employees "bumping" across job series into a different title will serve a six (6) calendar month probationary period. In the event the probationary period is not satisfactorily completed the affected employee shall be returned to the Job Bank assignment for the remaining duration of the sixty (60) or thirty (30) calendar day Job Bank period, as applicable, without jeopardizing any "bumping", layoff or transfer rights afforded under Article 9, Section 9.01, Subd.3. An employee on probation has a right to a performance review no later than the mid-point of the probationary period.

17. Disputes arising related to the implementation and use of the above processes shall be resolved in accordance with Article 4 of the Labor Agreement; however, disputes related to the decision reached by using the process shall not be grievable.

18. This Letter of Agreement shall be a part of the Labor Agreement. Furthermore, the Parties agree that the substance of this Letter of Agreement shall be included in the next Labor Agreement as negotiated between the Parties, and either party may raise any issues related to this Letter of Agreement during the collective bargaining of the next, and any future, Labor Agreements.

That the terms of this letter of agreement represent the full and complete agreement regarding the BIS classification title changes and related procedures in the event of reductions in force.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

ATTACHMENT "L"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
Hard-To-Fill/Hard-To-Keep-Filled Positions

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Professional Employees Association (hereinafter "Association") (collectively the "Parties") have entered into a collective bargaining agreement for the period January 1, 2014 through December 31, 2016 (hereinafter the "Labor Agreement"); and

WHEREAS, "Hard–to-fill" positions are those Association-represented positions which have an established salary schedule under the Labor Agreement which is not competitive in the marketplace; and

WHEREAS, "Hard-to-keep-filled" positions are those Association-represented positions in which the voluntary turnover rate, excluding retirees, exceeds 20% per year for two or more consecutive years; and

WHEREAS, the Employer has difficulty attracting and hiring qualified candidates for Hard-to-Fill positions; and

WHEREAS, Hard-to-Fill positions typically require a high and unique level of skill sets; and

WHEREAS, the Parties believe that the Employer will be better able to attract, hire, and retain employees for "Hard-to-fill" and "Hard-to-keep-filled" positions by establishing and agreeing to special hiring procedures and/or salary enhancements for those positions; and

WHEREAS, the Parties now hereby establish those procedures;

NOW, THEREFORE, the Parties agree as follows:

1. Provisions in this Letter of Agreement will be used in filling "Hard-to-fill" and "Hard-to-keep-filled" positions, except where this agreement is silent on a matter then the provisions of the Labor Agreement will be followed;

2. The Employer shall notify the Association in writing whenever it identifies a position which will require the use of the special procedures stated in this Letter of Agreement. In regards to Hard-to-fill positions, the notice shall state the title of the job classification, the highest dollar amount by which the salary for the classification may be adjusted, and the approximate date the position will be posted and/or advertised. In regards to Hard-to-keep-filled positions, the notice shall state the supportive turnover data;

3. The Employer may use any form of advertising or job posting it deems necessary to attract candidates for a Hard-to-Fill position, however an internal posting will be made in all cases;

4. The position will be open to both internal and external candidates;

5. For "Hard-to-fill" and "Hard-to-keep-filled" titles, the Employer may make a job offer without the establishment of an "eligible list" as defined by the Collective Bargaining Agreement and Civil Service Commission Rules after the initial review of applicants; however, all applicants will be subject to the following:

    a. The completion of a City of Minneapolis job application form.

    b. A review of the application, including a resume, for the satisfaction of minimum qualifications.

    c. An interview with a panel of at least three (3) members, one (1) of whom will be a human resources representative.

6. The Employer may authorize a wage adjustment of up to an additional twenty-five percent (25%) over and above the regular salary schedule for a Hard-to-Fill position if, and only if, the Human Resources Director and the Employee Services Director determine that compensation is inadequate to attract and hire qualified candidates;

7. The Employer may offer any, or all, of the market adjustment amount, in addition to the published salary for the position, in its negotiations with applicants;

8. No sooner than three (3) years from the date of hire of an employee receiving a market adjustment, if the Employer determines that the market adjustment is no longer appropriate, it shall notify the employee and the Association to meet and confer on adjusting the market adjustment either upward, downward, or no change;

9. Any such market adjustment made by the Employer shall be based on a reputable market analysis or reputable job survey pertaining to the position;

10. The Employer's failure to base its market adjustment decision on a reputable market analysis or reputable job survey shall be grievable under the provisions of the Labor Agreement;

11. At the time of hire, an employee receiving a market adjustment will sign a written acknowledgement that he/she is fully informed that the salary being provided includes a market adjustment in the stated amount of the market adjustment and any additional expectations associated with the additional compensation, and that said market adjustment will be reviewed in three years from the date of hire and may be adjusted either upward, downward, or no change based on a reputable market analysis or reputable job survey.

12. The review procedure will be repeated every three (3) years following the initial three-year review, and upon each such review a new written acknowledgement will be obtained from the employee stating the market adjustment amount and the employee's understanding that the market adjustment will be reviewed in three years and may be adjusted either upward,

downward, or no change based on a reputable market analysis or reputable job survey;

13. The Association will be promptly provided with a copy of each written acknowledgement obtained from an employee;

14. The Employer shall notify the employee and the Association in writing to meet and confer on each market adjustment review;

15. Following the initial three-year review, the Employer's failure to base any market adjustment decision on a reputable market analysis or reputable job survey shall be grievable under the provisions of the Labor Agreement;

16. To reiterate for clarification purposes, any market adjustment to the position shall have no effect on the salary for the position as stated in the Labor Agreement or in a separate Letter of Agreement reclassifying the position;

17. Any employee holding a similar Hard-to-Fill position and demonstrating the requisite high level skill/competency sets shall have the opportunity to negotiate the same or similar market adjustment amount received under the provisions of this Letter of Agreement;

18. The Employer will eliminate the need for at least one (1) external consultant performing the function for each employee so hired;

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA

ATTACHMENT "M"

CITY OF MINNEAPOLIS

And

MINNEAPOLIS PROFESSIONAL EMPLOYEES ASSOCIATION

LETTER OF AGREEMENT
Continuation of Issue Negotiation - Section 1.02

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the Minneapolis Professional Employees Association (hereinafter "Association") (the Employer and Association are hereinafter jointly referred to as the "Parties") have made and entered into a labor agreement, effective January 1, 2014 (hereinafter "Labor Agreement"); and

WHEREAS, during negotiations the Association presented an issue (Issue #22) of how the process for the cessation of union dues could be more efficient; and

WHEREAS, the issue pertained to Section 1.02 of the Labor Agreement; and

WHEREAS, the intent of the Association in bringing the issue was to identify a process to which the Parties could agree and whereby the deduction of Association dues from an employee's paycheck would automatically cease upon the employee no longer holding a position covered under the Labor Agreement; and

WHEREAS, during negotiations the Parties learned that the Employer's Human Resources Department was undergoing an upgrade to the Employer's HRIS system and the time required for completion of the upgrade was unknown; and

WHEREAS, in light of the ongoing upgrade process the Parties agreed to continue negotiating the issue outside and beyond the formal negotiations; and

WHEREAS, this Letter of Agreement states the terms and conditions of that agreement:

NOW, THEREFORE, IT IS HEREBY AGREED, that

The Parties agree to continue negotiating the above-described issue in good faith and with the goal that resolution is reached. Particular attention will be given to possible capabilities of the new upgraded HRIS system to effect resolution.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representatives whose signatures appear below.

FOR THE CITY OF MINNEAPOLIS:

_____

Timothy O. Giles Date
Director, Employee Services

FOR THE UNION:

_____

Tony Stone Date
President, MPEA

_____

Duane Johnson Date
Labor Counsel, MPEA